



## *South Carolina Law Enforcement Division*

### **Case Master Report 2025-05298**

Date Initiated 08/21/2025

#### **Primary Information**

AGENCY:	<b>South Carolina Law Enforcement Division</b>
DIVISION:	<b>Investigative Services</b>
SECTION:	<b>Piedmont Regional Operations</b>
UNIT:	<b>Piedmont Unit 1</b>
Lead LEO:	<b>Brown II, James "Robert" (10203696 / Piedmont Unit 1 / South Carolina Law Enforcement Division)</b>
Type Of Case:	<b>Official Misconduct</b>
Case Description:	<b>Open and Close - Misconduct in Office / Breach of Trust</b>

#### **Case Status**

Case Status:	<b>Closed</b>
Case Status Date:	<b>09/29/2025</b>
Disposition Code:	<b>Unfounded</b>
Disposition Date:	<b>09/29/2025</b>
Dissemination:	<b>System Wide</b>



## South Carolina Law Enforcement Division

### Case Management History 2025-05298

Report Date: 09/02/2025

#### Primary Information

Description: **Case Management History - open and close**  
Reporting LEO: **Brown II, James "Robert" (10203696 / Piedmont Unit 1 / South Carolina Law Enforcement Division)**  
Report Status: **Approved**  
Report Status Date: **09/03/2025**  
Approved By: **Ruffner, Todd (10093938 / South Carolina Law Enforcement Division)**

#### Record Status Information

Record Origination Operator: **Brown II, James "Robert" (10203696 / Piedmont Unit 1 / South Carolina Law Enforcement Division)**  
Record Origination Date: **08/21/2025 11:05**  
Last Update Operator: **Ruffner, Todd (10093938 / Piedmont Unit 1 / South Carolina Law Enforcement Division)**  
Last Update Date: **09/03/2025 11:07**

Reporting LEO	Date	Supervisor	Date
Brown II, James "Robert" (10203696 / Piedmont Unit 1 / South Carolina Law Enforcement Division)	9/30/2025	Ruffner, Todd (10093938 / South Carolina Law Enforcement Division)	9/30/2025

Narrative begins on the following page.



# South Carolina Law Enforcement Division

## Case Management History

AGENT:	Robert Brown	CASE NUMBER:	2025-05298
SUPERVISOR:	Lt. Ruffner	VICTIM:	Ninety Six
COUNTY:	Greenwood	SUBJECT:	

DATE	ACTION TAKEN
08/12/2025	<ul style="list-style-type: none"><li>On August 12, 2025, Greg Brown who was the current mayor of the Town of Ninety-Six, called South Carolina Law Enforcement Division (SLED) Captain Jeff Kindley to request SLED investigate a possible misconduct in office and breach of trust by the former city treasurer Mary Ann Goodman. According to Mayor, nine months ago he found an envelope in his office that contained an audit from 2019. Mayor Brown believed the audit concluded Goodman committed breach of trust by creating an insurance scheme where she personally benefitted. Capt. Kindley assigned Special Agent (S/A) Robert Brown to inquire into the complaint.</li></ul>
08/13/2025	<ul style="list-style-type: none"><li>S/A Brown called Ninety-Six Mayor Greg Brown to schedule a meeting for August 14, 2025.</li></ul>
08/14/2025	<ul style="list-style-type: none"><li>On August 14, 2025, Special Agent (S/A) Robert Brown interviewed Greg Brown who was the current mayor of Ninety-Six, SC, at the Ninety-Six visitor center. The interview was audio and video recorded. Mayor Brown provided the following information: Mayor Brown became the mayor of Ninety-Six, SC, following the election in November of 2023 and was sworn in in 2024. Mayor Brown found an envelope in his drawer nine months ago. Inside the envelope was a three-page audit/investigation summary report conducted by Quick Group, LLC, dated August 19, 2019. According to Mayor Brown, he believed former Ninety-Six Treasurer Mary Ann Goodman created a scheme where she syphoned money from other city employees to pay her husband's health insurance from 2016 to 2018. Mayor Brown did not know why the former mayor, Mike Row, did not report the findings of the audit. Goodman retired from the Town of Ninety-Six in December of 2018. According to Mayor Brown, he struggled with what to do with the report and the information but decided to come forward. He believed a current or former employee was leaking information about the audit to a local newspaper called the Index Journal. According to the audit/investigative report, Ketekash Crump-Lukie who was the treasurer that took over after Goodman, discovered several employee's spouses were having a portion of or all of their health insurance paid by the Town of Ninety-Six which was a violation of their policy. The Town of Ninety-Six's policy was to only pay for the primary employ's insurance and nothing for immediate family members. An employee who wanted to have insurance for their immediate family or dependent had to pay it themselves. According to Mayor Brown, because of this scheme, the Town of Ninety-Six paid over \$50,000.00 from 2016 to mid-2019 more than they should have for twelve Town of Ninety-Six employee spouses' insurance. According to Mayor Brown, Goodman had the Town of Ninety-Six paid for her husband's health insurance, and she was the only person who could have caused this to happen. Mayor Brown believed Goodman had also misused a Town of Ninety-Six credit card and was seen burning town records but he offered no corroborating information and stated the information was hearsay. Ketekash Crump-Lukie was fired a year after she became the treasurer for the Town of Ninety-Six by the town council for</li></ul>



# South Carolina Law Enforcement Division

## Case Management History

	<p>performance issues.</p> <ul style="list-style-type: none"><li>• On August 14, 2025, S/A Brown called the owner of Quick Group, LLC, Chris Quick to enquire about the audit. Quick was a retired FBI Special Agent who was also a certified public accountant (CPA). Quick stated he did not conduct the audit at Ninety-Six but his colleague Frank Worrell did.</li><li>• On August 14, 2025, S/A Brown interviewed Frank Worrell with Quick Group. Worrell provided the following information: Worrell remembered working on the audit but all he currently had was the original three-page report dated August 21, 2019. Worrell stated the Town of Ninety-Six did not have the funds for him to do a full audit, but he tried to help them regardless. Worrell reviewed records from the Town of Ninety-Six and returned the records to the new city treasurer, Ketekash Crump-Lukie, in 2019. Worrell did not conduct interviews and only reviewed records. Worrell concluded twelve employees with the Town of Ninety-Six had all or a portion of their spouses' health insurance paid by the city from 2016 to mid 2019. Worrell concluded the former treasurer Mary Ann Goodman did this because she was unaware of the city policy and made errors or was aware of the policy and did it intentionally. According to Worrell prosecuting Goodman would be difficult.</li><li>• S/A Brown interviewed Debbie Ferguson who worked at Brokers Who Care at [REDACTED] - [REDACTED]. Ferguson provided the following information. Brokers Who Care brokered and facilitated health insurance for the city of Ninety-Six from 2016 – to present. Ferguson was out of the office and would search their records on Monday.</li></ul>
08/15/2025	<ul style="list-style-type: none"><li>• S/A Brown contacted 8<sup>th</sup> Circuit Deputy Solicitor Demetri Andrews and provided him with a verbal synopsis of the complaint and the initial steps taken by S/A Brown to confirm the basis of the complaint.</li><li>• S/A Brown attempted to contact Ketekash Crump-Lukie, [REDACTED], numerous times and left messages for her to contact S/A Brown but she did not call back.</li><li>• S/A Brown contacted Mayor Brown to enquire again if the city of Ninety-Six had the original records from the 2019 audit. Mayor Brown replied that he wasn't able to find them but he would continue to look. S/A Brown also confirmed he had the right number for Ketekash Crump-Lukie.</li></ul>
08/18/2025	<ul style="list-style-type: none"><li>• S/A Brown interviewed Debbie Ferguson who worked at Brokers Who Care at [REDACTED] - [REDACTED]. Ferguson provided the following information. Brokers Who Care brokered and facilitated health insurance for the Town of Ninety-Six during 2016 – to 2019. Brokers Who Care no longer had any records and only retains records of this type for five years. According to Ferguson, Goodman was easy to work with, and Ferguson did not believe Goodman was involved in a scheme to intentionally defraud the Town of Ninety-Six. According to Ferguson, business with the Town of Ninety-Six was generally error-free and smooth under Goodman but as soon as Ketekash Crump-Lukie took over several accounting issues and record keeping problems emerged. Under Crump-Lukie, several Town of Ninety-Six employees had their insurance canceled for lack of payment. According to Ferguson, nepotism was a major problem at the Town of Ninety-Six.</li><li>• S/A Brown attempted to contact Ketekash Crump-Lukie again without success, [REDACTED] [REDACTED]</li><li>• S/A Brown asked Mayor Brown how many people worked for the Town of Ninety-Six in 2016 and if the Town of Ninety-Six had written policy in 2016 that stated only employee insurance was covered. Mayor Brown was unaware but stated he would research.</li><li>• S/A Brown called 8<sup>th</sup> Circuit Deputy Solicitor Demetri Andrews and explained that the</li></ul>





# South Carolina Law Enforcement Division

## Case Management History

	original insurance company no longer had insurance billing records for the Town of Ninety-Six from 2016-mid 2019, that Mayor Brown was unable to locate the Town of Ninety-Six insurance billing records used by Quick Group, LLC, and the Town of Ninety-Six did not have written policy on employee insurance coverage.
	•
	•
08/19/2025	<ul style="list-style-type: none"><li>On August 19, 2025, Mayor Brown emailed a document from 2015 (metadata from 2014/2015) that he purported to be the Town of Ninety Six human resources policy acknowledgement that Goodman signed. Mayor Brown also sent S/A Brown a Word document from 2015 (2014/2015 metadata) that represented the Town of Ninety-Six' human resources policy. On page sixteen, the policy stated, "Those employees who wish to have their dependents included in the insurance plan are required to pay a portion, up to and including 100%." This contradicted what Mayor Brown reported, which was the Town of Ninety-Six did not allow the payment of any dependents. S/A Brown informed Mayor Brown that the policy document he sent contradicted what he said was the Town of Ninety-Six's policy. S/A Brown asked Mayor Brown again for the original records used by Quick Group, LLC.</li></ul>
08/20/2025	<ul style="list-style-type: none"><li>S/A Brown reviewed the quick Group, LLC three page summary report and the policy Mayor Brown provided. S/A Brown was till waiting on records from Mayor Brown.</li></ul>
08/21/2025	<ul style="list-style-type: none"><li>S/A Brown reviewed the quick Group, LLC three page summary report and the policy Mayor Brown provided. S/A Brown was till waiting on records from Mayor Brown.</li></ul>
08/22/2025	<ul style="list-style-type: none"><li>S/A Brown received an email from the Town of Ninety-Six attorney, Douglas Bell, asking about a FOIA request the town received. S/A Brown forwarded the email to SLED Capt. Kindley who informed Attorney Bell to contact SLED's FOIA department.</li><li>S/A Brown sent the following email to Mayor Brown to ask about records again:</li></ul> <p><i>Dear Mayor Brown,</i></p> <p><i>I hope this message finds you well. I am following up to see if the Town of Ninety-Six still has the records that Quick Group, LLC reviewed. When we met, you shared their three-page summary report, but as mentioned last week, we need access to the underlying records they examined. The insurance company does not have these records, and Quick Group, LLC has confirmed that they returned them to then Town Treasurer Ketekash Crump-Lukie in 2019. At this point, we do not have any data available to review, assess, or compare.</i></p> <p><i>Additionally, as I mentioned previously, the Town of Ninety-Six policy guide you shared (metadata from 2014/2015) states on page 16 that an employee must pay a "portion" of dependent healthcare. As written, this could be interpreted to mean that employees who had part of their dependent healthcare costs covered by the Town were still in compliance, since both the employee and the Town contributed a portion. If the Town's intention is that no dependent healthcare costs are to be covered, I recommend updating the policy to make that position explicitly clear.</i></p>



# South Carolina Law Enforcement Division

## Case Management History

*Respectfully,*

**Robert Brown** | *Special Agent*

*South Carolina Law Enforcement Division (SLED)*

*Investigative Services - Piedmont Region*

██████████ | *Office: (864) 467-8111*

- S/A Brown updated 8<sup>th</sup> Circuit Deputy Solicitor Demetri Andrews and explained that Quick Group, LLC returned the records they reviewed from 2016-2018, the insurance company no longer maintained any records from that period per their policy, the Town of Ninety-Six was unable to find any records used by Quick Group, LLC, the policy Mayor Brown provided contradicted what he reported. As a result, 8<sup>th</sup> Circuit Deputy Solicitor Demetri Andrews agreed this matter would be closed pending any new substantive information.

08/28/2025

- S/A Brown received an email from Mayor Brown that stated Mayor Brown is still looking for records.

08/29/2025

- S/ A Brown reviewed the CSR draft.

09/02/2025

- S/A Brown worked on the CSR.

09/03/25 - TR

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## South Carolina Law Enforcement Division

### Case Status (Closing) 2025-05298/1

Report Date: 09/02/2025

#### Primary Information

Description:	Case Status Open an Close
Reporting LEO:	Brown II, James "Robert" (10203696 / Piedmont Unit 1 / South Carolina Law Enforcement Division)
Report Status:	Approved
Report Status Date:	09/30/2025
Approved By:	Kindley, Jeff (10046825 / South Carolina Law Enforcement Division)

#### Synopsis

On August 12, 2025, Greg Brown who was the current mayor of the Town of Ninety-Six, called South Carolina Law Enforcement Division (SLED) Captain Jeff Kindley to request SLED investigate a possible misconduct in office and breach of trust by former City Treasurer, Mary Ann Goodman. According to Mayor Brown, nine months ago he found an envelope in his office that contained an audit from 2019. Mayor Brown believed the audit concluded Goodman committed breach of trust by creating an insurance scheme where she personally benefitted. Capt. Kindley assigned Special Agent (S/A) Robert Brown to inquire into the complaint.

On August 14, 2025, S/A Brown interviewed Mayor Brown at the Town of Ninety-Six visitor center. The interview was audio and video recorded. Mayor Brown provided the following information: Mayor Brown became the mayor of Ninety-Six, SC, following the election in November of 2023. Mayor Brown found an envelope in his drawer nine months ago. Inside the envelope was a three-page audit/investigation report conducted by Quick Group, LLC, dated August 19, 2019. According to Mayor Brown, he believed former Town of Ninety-Six Treasurer Mary Ann Goodman created a scheme where she syphoned money from other city employees to pay her husband's health insurance from 2016 to 2018. Mayor Brown did not know why the former mayor, Mike Row, did not report the findings of the audit to law enforcement. Goodman retired from the Town of Ninety-Six in December of 2018. Mayor Brown believed a current or former employee was leaking information about the audit to a local newspaper called the Index Journal.

According to the Quick Group, LLC audit/investigative report, Ketekash Crump-Lukie who was the treasurer that took over after Goodman, discovered several employee's spouses were having a portion of or all of their health insurance paid by the Town of Ninety-Six which according to Mayor Brown, was a violation of their policy. According to Mayor Brown, the Town of Ninety-Six's policy was to only pay for the primary employ's insurance and not immediate family members. An employee who wanted to have insurance for their immediate family or dependent had to pay it themselves. Agent's Note: On August 19, 2025, Mayor Brown provided S/A Brown with a Word document Mayor Brown purported to be the Town of Ninety Six policy guide. On page 16, the policy contradicted what Mayor Brown reported and indicated the Town of Ninety Six could pay a portion of an employee's dependent health insurance up to 100% of coverage. The Town of Ninety Six Word document provided by Mayor Brown contained metadata indicating it was drafted in 2014 and last edited in 2015. Mayor Brown also provided a document that was purported to be signed by Goodman in 2015 indicating she had read the Town of Ninety Six policy.

According to Mayor Brown, because of this scheme, the Town of Ninety-Six overpaid \$50,000.00 from 2016 to mid-2019 more than they should have paid for twelve Town of Ninety-Six employee dependents' insurance.

According to Mayor Brown, Goodman had the Town of Ninety-Six pay for her husband's health insurance. Mayor Brown believed Goodman had also misused a Town of Ninety-Six credit card and was also seen burning town records, but he offered no corroborating information and stated the information was hearsay. According to Mayor Brown, Crump-Lukie who replaced Goodman was fired a year after she became the treasurer for the Town of Ninety-Six by the town council for performance issues.

On August 14, 2025, S/A Brown called the owner of Quick Group, LLC, Chris Quick to enquire about the audit. Quick stated he did not conduct the audit at Ninety-Six but his colleague Frank Worrell did.

On August 14, 2025, S/A Brown interviewed Frank Worrell with Quick Group, LLC. Worrell provided the following information: Worrell remembered working on the audit but all he currently had was the original three-page report dated August 21, 2019. Worrell stated the Town of Ninety-Six did not have the funds for him to do a full audit, but he tried to help them regardless. Worrell reviewed records from the Town of Ninety-Six and returned the records to the new city treasurer, Crump-Lukie, in 2019. The return of records occurred after Goodman retired. Worrell did not conduct interviews and only reviewed records. Worrell concluded twelve employees with the Town of Ninety-Six had all or a portion of their spouses' health insurance paid by the city from 2016 to mid 2019. Worrell concluded the former treasurer Mary Ann Goodman did this because she was unaware of the city policy and made errors or was aware of the policy and did it intentionally. According to Worrell prosecuting Goodman would be difficult. Agent's Note: Worrell was unaware the Town of Ninety Six's policy could allow the town to pay a portion of the health insurance coverage for dependents as written in 2014/2015.



## South Carolina Law Enforcement Division

### Case Status (Closing) 2025-05298/1

Report Date: 09/02/2025

#### Synopsis - Continued

S/A Brown contacted Mayor Brown to enquire again if the Town of Ninety-Six had the original records used in the Quick Group, LLC audit. Mayor Brown replied that he wasn't able to find them but he would continue to look.

On August 18, 2025, S/A Brown interviewed Debbie Ferguson who worked at Brokers Who Care at 864-680-2706. Ferguson provided the following information: Brokers Who Care brokered and facilitated health insurance for the Town of Ninety-Six during 2016 – to 2019. Brokers Who Care no longer had any records and only retained records of this type for five years. According to Ferguson, Goodman was easy to work with, and Ferguson did not believe Goodman was involved in a scheme to intentionally defraud the Town of Ninety-Six. According to Ferguson, business with the Town of Ninety-Six was generally error-free and smooth under Goodman but as soon as Crump-Lukie took over as town treasurer several accounting issues and record keeping problems emerged. Under Crump-Lukie, several Town of Ninety-Six employees had their insurance canceled for lack of payment. According to Ferguson, nepotism was a major problem at the Town of Ninety-Six.

S/A Brown asked Mayor Brown how many people worked for the Town of Ninety-Six in 2016 and if the Town of Ninety-Six had written policy in 2016 that stated only employee insurance was covered. Mayor Brown was unaware but stated he would research. Agent's Note: On August 19, 2025, Mayor Brown provided S/A Brown with a Word document Mayor Brown purported to be the Town of Ninety Six policy guide. On page 16, the policy contradicted what Mayor Brown reported and indicated the Town of Ninety Six could pay a portion of an employee's dependent health insurance up to 100% of coverage. The Town of Ninety Six Word document provided by Mayor Brown contained metadata indicating it was drafted in 2014 and last edited in 2015. Mayor Brown also provided a document that was purported to be signed by Goodman in 2015 indicating she had read the Town of Ninety Six policy. S/A Brown informed Mayor Brown that the Town of Ninety Six policy guide he provided contradicted what he reported as written, the Town of Ninety Six could pay a portion up to 100% of dependent health insurance.

S/A Brown attempted to contact Crump-Lukie, numerous times and left messages for her to contact S/A Brown but was unsuccessful.

On August 22, 2025, S/A Brown sent the following second request to Mayor Brown:

I am following up to see if the Town of Ninety-Six still has the records that Quick Group, LLC reviewed. When we met, you shared their three-page summary report, but as mentioned last week, we need access to the underlying records they examined. The insurance company does not have these records, and Quick Group, LLC has confirmed that they returned them to then Town Treasurer Ketekash Crump-Lukie in 2019. At this point, we do not have any data available to review, assess, or compare.

On August 22, 2025, S/A Brown called 8th Circuit Deputy Solicitor Demetri Andrews and explained that the original insurance company no longer had insurance billing records for the Town of Ninety-Six from 2016-mid 2019, that Mayor Brown was unable to locate the Town of Ninety-Six insurance billing records used by Quick Group, LLC, and the Town of Ninety-Six did not have a clearly written policy on employee insurance coverage. As it was written during the time in question, the policy could have been interpreted to mean that employees who had part of their dependent healthcare costs covered by the Town were still in compliance, since both the employee and the town contributed a portion. As a result, 8th Circuit Deputy Solicitor Demetri Andrews agreed with S/A Brown's conclusion that there was no information to review to determine if South Carolina laws were violated.

On August 28, 2025, S/A Brown confirmed the Town of Ninety Six had not located any records related to this inquiry.

#### Address #1 - Occurred #1 - 120 Main St W

##### Primary Information

Address: 120 Main St W, Ninety Six, SOUTH CAROLINA 29666

#### Subject #1 - VICTIM #1 - Town of Ninety Six

##### Primary Information

Subject Name: Town of Ninety Six

Record Type: ORGANIZATION





## South Carolina Law Enforcement Division

### Case Status (Closing) 2025-05298/1

Report Date: 09/02/2025

#### Subject #2 - SUSPECT #1 - Goodman, Mary Ann

##### Primary Information

Subject Name: **Goodman, Mary Ann**  
Record Type: **PERSON**  
Bio: **71 yr. old, WHITE, FEMALE**  
Birth Date: **1953**  
Juvenile: **NO**

##### Record Status Information

Record Origination Operator: **Brown II, James "Robert" (10203696 / Piedmont Unit 1 / South Carolina Law Enforcement Division)**  
Record Origination Date: **09/02/2025 11:40**  
Last Update Operator: **Kindley, Jeff (10046825 / Piedmont Regional Operations / South Carolina Law Enforcement Division)**  
Last Update Date: **09/30/2025 13:21**

Reporting LEO	Date	Supervisor	Date
Brown II, James "Robert" (10203696 / Piedmont Unit 1 / South Carolina Law Enforcement Division)	9/30/2025	Kindley, Jeff (10046825 / South Carolina Law Enforcement Division)	9/30/2025



# South Carolina

## STATE LAW ENFORCEMENT DIVISION

P.O. Box 21398  
Columbia, South Carolina  
29221-1398

*Henry D. McMaster, Governor*

*Mark A. Keel, Chief*

WWW.SLED.SC.GOV

(803) 737-9000

### MEMORANDUM OF INTERVIEW

**TO:** File 2025-05298

**FROM:** Special Agent Robert Brown

**RE:** Interview with Greg Brown

**COUNTY:** Greenwood

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**Name:** *Greg Brown*

**Address:** [REDACTED], *Ninety Six, SC*

**Date of Birth:** [REDACTED]/1964

**Phone:** [REDACTED]

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On August 14, 2025, Special Agent (S/A) Robert Brown interviewed Greg Brown in Ninety-Six, SC. The interview was audio and video recorded. After explaining the purpose of the interview and the identity of the interviewing agents, Greg Brown provided the following information: Mayor Brown became the mayor of Ninety-Six, SC, following the election in November of 2023. Mayor Brown found an envelope in his drawer nine months ago. Inside the envelope was a three-page audit/investigation report conducted by Quick Group, LLC, dated August 19, 2019. According to Mayor Brown, he believed former Town of Ninety-Six Treasurer Mary Ann Goodman created a scheme where she syphoned money from other city employees to pay her husband's health insurance from 2016 to 2018. Mayor Brown did not know why the former mayor, Mike Row, did not report the findings of the audit to law



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enforcement. Goodman retired from the Town of Ninety-Six in December of 2018. Mayor Brown believed a current or former employee was leaking information about the audit to a local newspaper called the Index Journal. According to Mayor Brown, because of this scheme, the Town of Ninety-Six overpaid \$50,000.00 from 2016 to mid-2019 more than they should have paid for twelve Town of Ninety-Six employee dependents' insurance.

According to Mayor Brown, Goodman had the Town of Ninety-Six pay for her husband's health insurance. Mayor Brown believed Goodman had also misused a Town of Ninety-Six credit card and was also seen burning town records, but he offered no corroborating information and stated the information was hearsay. According to Mayor Brown, Crump-Lukie who replaced Goodman was fired a year after she became the treasurer for the Town of Ninety-Six by the town council for performance issues.

On August 15, 2025, S/A Brown contacted Mayor Brown to enquire again if the Town of Ninety-Six had the original records used in the Quick Group, LLC audit. Mayor Brown replied that he wasn't able to find them but he would continue to look. S/A Brown asked Mayor Brown how many people worked for the Town of Ninety-Six in 2016 and if the Town of Ninety-Six had written policy in 2016 that stated only employee insurance was covered. Mayor Brown was unaware but stated he would research. *Agent's Note: On August 19, 2025, Mayor Brown provided S/A Brown with a Word document Mayor Brown purported to be the Town of Ninety Six policy guide. On page 16, the policy contradicted what Mayor Brown reported and indicated the Town of Ninety Six could pay a portion of an employee's dependent health insurance up to 100% of coverage. The Town of Ninety Six Word document provided by Mayor Brown contained metadata indicating it was drafted in 2014 and last edited in 2015. Mayor Brown also provided a document that was purported to be signed by Goodman in 2015 indicating she had read the Town of Ninety Six policy. S/A Brown informed Mayor Brown that the Town of Ninety Six policy guide he provided contradicted what he reported as written, the Town of Ninety Six could pay a portion up to 100% of dependent health insurance.*

On August 22, 2025, S/A Brown sent the following second request to Mayor Brown: *I am following up to see if the Town of Ninety Six still has the records that Quick Group, LLC reviewed. When we met, you shared their three-page summary report, but as mentioned last week, we need access to the underlying records they examined. The insurance company does not have these records, and Quick Group, LLC has confirmed that they returned them to then Town Treasurer Ketekash Crump-Lukie in 2019. At this point, we do not have any data available to review, assess, or compare.*

On September 24, 2025, Mayor Greg Brown contacted S/A Brown and informed him that Crump-Lukie contacted him and explained where she had stored the records for this inquiry. However, according to Mayor Greg Brown, the records were not where suspected Crump-Lukie said they would be and he suspected a Town of Ninety-Six employee had taken the records.





# South Carolina

## STATE LAW ENFORCEMENT DIVISION

*Henry D. McMaster, Governor*

*Mark A. Keel, Chief*

P.O. Box 21398  
Columbia, South Carolina  
29221-1398

WWW.SLED.SC.GOV

(803) 737-9000

### MEMORANDUM OF INTERVIEW

**TO:** File 2025-05298

**FROM:** Special Agent Robert Brown

**RE:** Interview with Franklin Worrell

**COUNTY:** Greenville

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**Name:** *Franklin Worrell*

**Address:** [REDACTED] *Mt. Pleasant, SC*

**Date of Birth:** [REDACTED] */1958*

**Phone:** [REDACTED]

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On August 14, 2025, Special Agent (S/A) Robert Brown interviewed Franklin Worrell Ferguson over the telephone. After explaining the purpose of the interview and the identity of the interviewing agents, Worrell provided the following information: Worrell remembered working on the Town of Ninety Six audit but all he currently had was the original three-page report dated August 21, 2019. Worrell stated the Town of Ninety-Six did not have the funds for him to do a full audit, but he tried to help them regardless. Worrell reviewed records from the Town of Ninety-Six and returned the records to the new city treasurer, Ketekash Crump-Lukie, in 2019. The return of records occurred after Mary Ann Goodman retired. Worrell did not conduct interviews and only reviewed records. Worrell concluded twelve employees with the Town of Ninety-Six had all or a portion of their spouses' health insurance paid by the city from 2016 to mid 2019. Worrell concluded Goodman did this because she was unaware of the city policy and



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made errors or was aware of the policy and did it intentionally. According to Worrell prosecuting Goodman would be difficult. *Agent's Note: Worrell was unaware the Town of Ninety Six's policy could allow the town to pay a portion of the health insurance coverage for dependents as written in 2014/2015.*



## Report of Investigation

*CONFIDENTIAL - RESTRICTED USE ONLY*

August 21, 2019

### Assignment

Quick Group was retained by the Town of Ninety Six ("the Town") to perform a Financial Forensic Review of the medical insurance coverage for Town employees and related expenses improperly paid by the Town.

### Background

The Town has provided medical insurance coverage to its full-time employees for many years at no cost to the employee limited to individual coverage. If the employee chose to enroll in insurance coverage that extended to the employee's spouse or other family members, the additional cost was to be **paid entirely by the employee** through payroll withholding.

This has been the Town policy and the understanding of the Town officials and Town employees.

The administration of the employee payroll and related employee payroll expense, including the medical insurance program, was the responsibility of the Town Clerk/Treasurer Mary Ann Goodman until her retirement at the end of 2018.

### The Scheme

In February 2019, the new Town Clerk/Treasurer, Ketekash Crump-Lukie, discovered that employees having insurance coverage that extended to their spouse and/or family were not paying for the full amount of the additional premium for spousal and family medical insurance coverage through their payroll withholding. In fact, **the Town was paying more than 50% of the additional premium** for the extended coverage for the employee's spouse and family. The Town's stated policy was for the employee to pay 100% of the additional cost for spousal and family coverage.

Former Town Clerk/Treasurer Goodman was more than just aware of the subsidizing by the Town – she was one of the largest beneficiaries of the scheme having the extended coverage for her spouse during the period 2016 until mid-2018.

**Analytical Review for the Period 2016 – 2019**

An analytical review was performed for the period 2016 through August 2019 using available invoices and payroll records retained by the Town and historical records maintained by the South Carolina Employee Benefit Authority ("PEBA"). PEBA was the insurance provider for the Town from 2010 until July 2018. July 2018 the Town switched to Medova Healthcare.

The "lookback" analysis was limited to 2016 as Town records were limited, missing, or otherwise not available. PEBA was only able to provide records back to June 2016. Earlier PEBA records were not retained by PEBA.

The analysis showed underpayment of the extended coverage premium by employees offset by unauthorized expenses paid by the Town for the period 2016 until the date of discovery in February 2019 totaling **\$40,583**. An additional **\$13,611** of expenses were incurred through July 2019 when the Town adjusted the under-withholding, bringing the total expense to the Town to **\$50,385**.

<u>Employee</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2-months 2019</u>	<u>Unauthorized Town Expense</u>		<u>Total Loss up to</u>	
					<u>Yrs 2016-2019</u>	<u>7 months 2019</u>	<u>August 2019</u>	
Goodman	4,321.92	4,293.36	1,838.80	0.00	10,454.08		10,454.08	
Lewis		2,504.46			2,504.46		2,504.46	
Williams	2,160.96				2,160.96		2,160.96	
Byrd	1,079.88				1,079.88		1,079.88	
Myers		4,293.36	5,069.82	899.22	10,262.40	3,147.27	12,510.45	
McAllister			2,107.94	555.98	2,663.92	1,945.93	4,053.87	
McMahan			870.09		870.09		870.09	
Blalock			477.21	899.22	1,376.43	3,147.27	3,624.48	
Hentz		2,504.46	580.06	555.98	3,640.50	1,945.93	5,030.45	
Parker			1,431.63	899.22	2,330.85	3,147.27	4,578.90	
Rhodes					0.00	277.99	277.99	
Grigsby	2,159.76	539.88			2,699.64		2,699.64	
Roscoe		539.88			539.88		539.88	
<b>Total:</b>	<b>9,722.52</b>	<b>14,675.40</b>	<b>12,375.55</b>	<b>3,809.62</b>	<b>40,583.09</b>	<b>13,611.66</b>	<b>50,385.13</b>	

The limited records available to Quick Group indicate that the under-withholding was occurring at least back to 2011.



### Conclusion

If the Town policy had been that the Town would pay the entire cost of individual medical insurance coverage for each employee but not pay for any part of the additional premium for those employees choosing spousal and family coverage, the following conclusions can be drawn:

- For the period 2016 through February 2019, the Town incurred at least **\$40,583 in unauthorized expenses** that should have been withheld from 12 current and former employees.
- The former Clerk/Treasurer was aware of the subsidizing by the Town of the higher premiums for extended coverage.
- The former Clerk/Treasurer was either unaware of the Town policy and through errors and omissions permitted the under-withholding to occur for years or was aware of the policy and intentionally caused the Town to incur at least \$40,583 in unauthorized expense.
- The Town incurred during the investigative and assessment period after the discovery of the under-withholding an additional \$13,611 in expenses.
- The systematic under-withholding occurred as early as 2011. If adequate records were available, the total expense to the Town would most likely be over \$100,000.



# South Carolina

## STATE LAW ENFORCEMENT DIVISION

*Henry D. McMaster, Governor*

*Mark A. Keel, Chief*

P.O. Box 21398  
Columbia, South Carolina  
29221-1398

WWW.SLED.SC.GOV

(803) 737-9000

### MEMORANDUM OF INTERVIEW

**TO:** File 2025-05298

**FROM:** Special Agent Robert Brown

**RE:** Interview with Debbie Ferguson

**COUNTY:** Greenville

---

**Name:** *Debbie Ferguson*

**Address:**

**Date of Birth:**

**Phone:** [REDACTED]

---

On August 18, 2025, Special Agent (S/A) Robert Brown interviewed Debbie Ferguson over the telephone. After explaining the purpose of the interview and the identity of the interviewing agents, Ferguson provided the following information: Ferguson worked at Brokers Who Care. Brokers Who Care brokered and facilitated health insurance for the Town of Ninety-Six during 2016 to 2019. Brokers Who Care no longer had any records pertaining to the Town of Ninety Six inquiry and only retained records of this type for five years. According to Ferguson, Mary Ann Goodman was easy to work with, and Ferguson did not believe Goodman was involved in a scheme to intentionally defraud the Town of Ninety-Six. According to Ferguson, business with the Town of Ninety-Six was generally error-free and smooth under Goodman but as soon as Ketekash Crump-Lukie took over as town treasurer several accounting issues and record keeping problems emerged. Under Crump-Lukie, several Town of Ninety-Six employees had



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their insurance canceled for lack of payment. According to Ferguson, nepotism was a major problem at the Town of Ninety-Six.

# **PERSONNEL POLICY MANUAL TOWN OF NINETY SIX**

## **NOT A CONTRACT**

**ALL EMPLOYEES OF THE CITY ARE EMPLOYED AT-WILL AND MAY QUIT OR BE TERMINATED AT ANY TIME AND FOR ANY OR NO REASON. NOTHING IN ANY OF THE CITY’S RULES, POLICIES, HANDBOOKS, PROCEDURES OR OTHER DOCUMENTS RELATING TO EMPLOYMENT CREATES ANY EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. THIS HANDBOOK REPLACES ANY PREVIOUSLY ISSUED POLICIES, PRACTICES AND UNDERSTANDINGS, WRITTEN OR ORAL, GOVERNING EMPLOYMENT. NOTHING CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS IN THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT UNLESS: 1) THE TERMS ARE IN WRITING; 2) THE DOCUMENT IS LABELED “CONTRACT”; 3) THE DOCUMENT STATES THE TERM OF EMPLOYMENT; AND 4) THE DOCUMENT IS SIGNED BY THE CITY [ADMINISTRATOR/ MANAGER/MAYOR] OR APPROVED BY VOTE OF COUNCIL.**

REVISED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.



## **DISCLAIMER**

**THE CONTENTS OF THIS MANUAL, CONTAINING POLICIES DRAFTED ON VARIOUS DATES BUT BEING ISSUED IN OR AFTER JULY 2004, ARE PRESENTED AS GUIDELINE FOR SOME OF THE TOWN OF NINETY SIX'S (HEREINAFTER "THE TOWN") CURRENT POLICIES, PRACTICES, RULES, BENEFITS AND PROCEDURES. THE MANUAL AND ITS CONTENTS SUPERSEDE, REPLACE AND MAKE NULL AND VOID ALL PREVIOUSLY ISSUED, COMMUNICATED OR DISTRIBUTED MANUALS, POLICIES, RULES, PRACTICES, BENEFITS, OR PROCEDURES. THE TOWN'S MANUAL AND ITS POLICIES, RULES, BENEFITS, PRACTICES OR PROCEDURES ARE NOT CONTRACTS AND MAY BE CHANGED, AMENDED, MODIFIED OR DISCONTINUED WITH OR WITHOUT NOTICE BY THE TOWN WHEN THE TOWN, IN ITS DISCRETION, DEEMS IT NECESSARY. THIS MANUAL, AND ANY AMENDMENT THERETO, DOES NOT CREATE A CONTRACT, EITHER EXPRESS OR IMPLIED, BETWEEN THE TOWN AND ANY EMPLOYEE. NOTHING IN THIS MANUAL BINDS THE TOWN OR ANY EMPLOYEE TO A SPECIFIC OR DEFINATE PERIOD OF EMPLOYMENT OR TO ANY SPECIFIC POLICIES, PROCEDURES, BENEFITS, GUIDELINES, WORKING CONDITONS, OR PRIVILEGES OF EMPLOYMENT. AS AN EMPLOYEE YOU ARE AN AT-WILL EMPLOYEE COMPLETELY FREE TO LEAVE THE EMPLOYMENT AT ANY TIME YOU CHOOSE, AND THE TOWN HAS THE SAME RIGHT TO END THE EMPLOYMENT RELATIONSHIP AT ANY TIME IT CHOOSES.**

**NO SUPERVISOR OR MEMBER OF MANAGEMENT, EXCEPT TOWN COUNCIL HAS THE AUTHORITY TO BIND THE TOWN TO ANY EMPLOYMENT CONTRACT WITH ANY EMPLOYEE, EITHER VERBALLY OR IN WRITING. THE ONLY VALID CONTRACT FOR EMPLOYMENT BETWEEN THE TOWN AND ANY EMPLOYEE MUST BE IN WRITING, SPECIFYING A DEFINITE PERIOD OF EMPLOYMENT, AND BE LABELED "CONTRACT."**

**I HEREBY ACKNOWLEDGE THAT I RECEIVED A COPY OF THIS MANUAL AND UNDERSTAND THAT IT IS NOT A CONTRACT OF EMPLOYMENT; THAT I HAVE READ AND UNDERSTAND THIS DISCLAIMER; AND THAT THIS DISCLAIMER APPEARS ON THE FIRST PAGE OF THE TOWN'S EMPLOYEE MANUAL.**

---

EMPLOYEE

DATE

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## **INTRODUCTION**

Welcome to the Town of Ninety Six (hereafter may be referred to as the "Town") - we're glad to have you on our team. At Ninety Six, we believe that our citizens are our most valuable asset. In fact, we attribute our success as a municipality in significant part to our ability to recruit, hire, and maintain a happy and productive work force to serve the citizens.

The policies stated in this manual are subject to change at the sole discretion of the Mayor and Council of the Town of Ninety Six. These policies are not intended to be all-inclusive. There may be situations that arise that are not covered, either directly or indirectly, by these policies. In such instances, the town's policy will be determined on a case-by-case basis.

## **THIS IS NOT A CONTRACT**

This manual supercedes and replaces all prior manuals and policies of the town that are inconsistent with the policies contained in this booklet. You may receive changes in policy from time to time, and those updates should be kept with your copy of this booklet. If at any time you have questions about the policies of the town, please ask your supervisor.

**NEITHER THIS MANUAL, NOR THE POLICIES CONTAINED IN IT, CREATES A CONTRACT OF EMPLOYMENT, EXPRESS OR IMPLIED, BETWEEN THE TOWN OF NINETY SIX AND ANY EMPLOYEE. ALL EMPLOYEES OF THE TOWN OF NINETY SIX ARE EMPLOYEES AT WILL, EITHER YOU OR THE TOWN MAY TERMINATE THIS RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE OR NOTICE.**



## **EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of the Town to provide equal opportunity to all applicants for employment, and to administer hiring, conditions and privileges of employment, compensation, training, promotions, transfer and discipline without discrimination because of race, color, religion, gender, disability, age, national origin, or any other status protected by law. Any employee who believes that he has been discriminated against in violation of this policy should report the matter to a supervisor, department head, human resources or Mayor.

## **ANTI - HARASSMENT**

Various laws and regulations generally prohibit employment decisions from being made on the basis of race, sex, religion, national origin, color, age, disability or similar distinctions. In addition, it is our desire to provide a working environment in which employees are free from discomfort or pressure resulting from jokes, ridicule, slurs, threats and harassment either relating to such distinctions or simply resulting from a lack of consideration for a fellow human being.

The City does not tolerate harassment of any kind and forbids retaliation against anyone who has reported harassment in good faith.

## **SEXUAL HARASSMENT**

Sexual harassment warrants special mention. Unwelcome sexual advances, requests for sexual favors and other physical, verbal or visual conduct based on sex constitute sexual harassment when:

1. Submission to the conduct is an explicit or implicit term or condition of employment; or
2. Submission to or rejection of the conduct is used as the basis for an employment decision; or

3. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, "put-downs" or condescending or derisive comments or terms based on gender, and physical conduct, such as patting, pinching or brushing against another person. Although most commonly the "perpetrator" of such conduct is male and the "victim" is female, this policy prohibits such conduct regardless of the gender of the perpetrator or victim.

Disputes sometimes arise as to whether conduct was "welcome" or "unwelcome." Conduct which would violate this policy if it were unwelcome violates the policy if anyone complains of it. Obviously, not all conduct prohibited by this policy constitutes a violation of the law.

## **COMPLAINT PROCEDURE AND INVESTIGATION**

If you feel that this policy has been violated by anyone with whom you come in contact on the job, regardless of whether it is by fellow worker, a supervisor or a member of the general public, you should report the incident(s). You may do this by:

- (a) reporting to your supervisor or to a higher level in your "chain of command ." Complaints against the Mayor should be made to another member of Council; or
- (b) reporting to the Town Clerk.

Supervisors and managers who receive complaints of or become aware of harassment should coordinate with the human resources department.

Harassment allegations will be investigated, and the investigatory process may vary from case to case. The investigation is conducted as confidentially as possible consistent with the efficient handling of the complaint. All employees have a responsibility both to cooperate fully with the investigation and to keep the matter confidential, whether the employee is the accused person, the complaining one or merely a potential witness. Persons who are interviewed should not discuss

the matter at all with co-workers, friends or management. This does not mean, however, that employees may not complain to civil rights agencies.

## **~ IMPORTANT ~**

In order to avoid misunderstandings, complaints made to members of management or to the town clerk involve the completion of a complaint report, either by you or by the person to whom the complaint is made, which summarizes the allegations and lists any witnesses to the alleged harassment. You should be sure to get a copy of this initial complaint report to confirm you have complied with this procedure.

These procedures have been established to enable you to get relief if you feel that you are a victim of harassment. The reporting procedures which we have adopted are intended to establish a clear record of what has been reported.

## **EMPLOYMENT POLICIES**

### **Hiring / Recruiting**

The Town endeavors to hire the most suitable candidate for open positions and encourage current employees to apply for positions for which they are qualified. The Town may solicit and consider applications from external applicants.

### **Employment Status Policy**

The Town of Ninety Six has four classes of employees:

1. Full-Time: Employees who are regularly scheduled to work 30 or more hours per week. However, the Town does not guarantee any minimum number of hours of work per week. All full-time employees are generally eligible for fringe benefits.
2. Part-Time: Employees who are regularly scheduled to work less than 30 hours per week. To the extent possible, the Town normally will attempt to establish a part-time schedule such as a portion of days. Regular part-time employees may be called upon to work above their normally scheduled hours of work when workloads require. Regular part-time employees are not eligible for fringe benefits.

3. Temporary: Employees hired for a period of generally 90 days or less are considered to be temporary employees. Individuals who are employed to fill a job for a specific project or group of projects are temporary employees as well.

Temporary employees are not entitled to any employee benefits. A temporary who subsequently is hired as a full-time employee will be eligible for benefits on the same basis as a newly hired employee, that is, with waiting periods for benefits starting from the date of employment as a full-time employee.

4. Probationary Employees: Employees which may be part-time or full-time who have not yet completed their probationary period.

## **PROBATIONARY PERIOD POLICY**

All new employees including former employees who have been rehired, are considered to be on probation for the first (3) months. This period is a continuation of the selected process and is a time in the which the new employee should make extra effort to demonstrate that he is well suited for his job. If the department head concludes at any time during the probation period that the new employee is not well suited for this position, the employee may be terminated or may be placed on extended probation.

The probation period ends successfully when the department head, not sooner than (3) months after the employee was hired, evaluates the new employee in writing and authorizes his classifications as a "regular" employee. The successful completion of the probationary period does not imply any change to the at-will employment status of the employee and does not provide any guarantee of employment for a specific term.

All newly promoted employees are considered to be on probation in their new jobs for (3) months. This period is a continuation of the selection process and is a time in which the newly promoted employee should make extra efforts to demonstrate that he is well suited for the promotion.

If the department head concludes at any time during the promotion probation period that the newly promoted employee is not well suited for his position, the employee may be removed from that position and terminated.

## **CONFLICT OF INTEREST POLICY**

Town employees are covered by state ethics laws that prohibit public employees from using their public position for their own personal gain or to benefit a family member or business associate. State law also prohibits employees from making governmental decisions on matters in which they, their family or business associates have an economic interest. Employees must notify their supervisors in writing of any matter in which they, their family or business associates have an economic interest and in which they must act on behalf of the Town. The supervisor must send the notification to the Mayor for review. If the Town determines a potential conflict or appearance of conflict of interest exists, the matter will be reassigned to another employee.

## **GIFTS AND GRATUITIES**

No employee may directly or indirectly solicit, accept or receive a gift under circumstances in which it could be inferred that the gift was intended to influence him in the performance of his official duties or was intended as a reward for an official act on his part. A gift is defined as any benefit, favor, service, privilege or thing of value that could be interpreted as influencing an employee's impartiality. A gift includes, but is not limited, to meals, trips, money, loans, rewards, merchandise, foodstuffs, tickets to sporting or cultural events, entertainment, and personal services or work provided by City suppliers or contractors. This policy is not intended to prohibit the acceptance of items of nominal value that are distributed generally to all employees. A determination as to whether this policy has been violated is in the City's sole discretion.

## **OUTSIDE EMPLOYMENT**

The Town expects an employee's work for the Town to take precedence over any outside employment engaged in by an employee. Employees must get prior written approval from the Mayor before engaging in other employment. Should the Town, in its sole discretion, determine that the outside employment interferes with or is otherwise incompatible with employment for the Town, the employee may be asked to choose between the jobs.

Employees may not engage in any private business or activity while on Town work time or at Town workplaces.

## **DISCIPLINE POLICY**

As is the case with all organizations, instances arise when an employee must be disciplined. The discipline that may be imposed includes but is not limited to oral reprimand, written warning, probation, reduction of leave balances, suspension without pay, demotion and discharge. In addition, the Town may procedurally suspend an employee pending investigation to determine if disciplinary action is appropriate. If the Town determines an unpaid suspension is appropriate discipline, exempt employees will be suspended in full-day increments; non-exempt employees will be suspended in partial or full-day increments. In addition, the Town may impose a combination of disciplinary measures. **THE DISCIPLINE IMPOSED IN ANY PARTICULAR SITUATION IS AT THE SOLE DISCRETION OF THE TOWN. NOTHING IN ANY OF THE TOWN'S POLICIES OR BY VIRTUE OF ANY PAST PRACTICE OF THE TOWN REQUIRES THE TOWN TO FOLLOW ANY PARTICULAR COURSE OF DISCIPLINE.** Supervisors and department head must submit terminations to the Mayor for review.

Employees must sign counseling memoranda, policy statements, performance evaluations and other similar documents. The employee's signature does not necessarily indicate agreement with the contents of the document, only that he has been notified of the contents of the document. If an employee refuses to sign the document he will be relieved of duty without pay until the document is signed. If the document has not been signed and returned by the end of the employee's next scheduled work day, the Town will consider the employee to have resigned.

### **Examples of Conduct warranting Disciplinary Action**

It is not possible to list all acts and omissions that may result in disciplinary action. The disciplinary action that is appropriate for any particular misconduct is at the sole discretion of the Town. The following are merely examples of some of the more obvious types of misconduct that may result in disciplinary action, up to and including discharge. **THE TOWN RESERVES THE RIGHT TO TREAT EACH EMPLOYEE INDIVIDUALLY WITHOUT REGARD FOR THE WAY IT HAS TREATED OTHER EMPLOYEES AND WITHOUT REGARD TO THE WAY IT HAS HANDLED SIMILAR SITUATIONS.**

- a. conviction of or plea of guilt or no contest to a charge of theft, violation of drug laws, sexual misconduct, offense involving moral turpitude or offense that affects the Town's reputation or that reasonably could create concern on the part of fellow employees or the community. Employees who are arrested may be relieved of duty (with or without pay) pending the Town's determination on continued employment
- b. incompetence
- c. unauthorized absence or tardiness or a pattern of absenteeism or tardiness
- d. insubordination, including disrespect for authority, or other conduct that tends to undermine authority
- e. failure or refusal to carry out instructions
- f. unauthorized possession or removal, misappropriation, misuse, destruction, theft or conversion of Town property or the property of others
- g. violation of safety rules; neglect; engaging in unsafe practices
- h. interference with the work of others
- i. threatening, coercing or intimidating fellow employees, including "joking" threats
- j. dishonesty
- k. failure to provide information; falsifying Town records; providing falsified records to the Town for any purpose
- l. failure to report personal injury or property damage
- m.. neglect or carelessness



- n. introduction, possession or use of illegal or unauthorized prescription drugs or intoxicating beverages on Town property or while on duty anywhere; working while under the influence of illegal drugs or intoxicating beverages; off-the-job illegal use or possession of drugs. For purposes of this policy, an employee is "under the influence" if he has any detectable amount of any such substance in his system
- o. unsatisfactory performance
- p. violation of Town policies
- q. lack of good judgment
- r. any other reason that, in the Town's sole determination, warrants discipline

## **POLICY ON EMPLOYMENT OF RELATIVES**

People in the same immediate family may not be employed or continue to be employed if one directly or indirectly supervises another or interacts with another in the handling of money or compensation. For purposes of this policy, immediate family is defined as spouse, parent, child, grandparent, grandchild, brother or sister, parent-in-law, grandparent-in-law, brother-in-law and sister-in-law. The immediate family is also considered to include stepparents, stepchildren, stepbrothers and stepsisters when the employee and the step-relative have lived together regularly in the same household. Unrelated employees residing together or otherwise engaged in a close personal relationship (such as domestic partner, co-habitant or significant other) are treated as being within the immediate family of each other for the purposes of this nepotism policy. Members of the immediate family of elected officials of the Town are not eligible for Town employment.

If employees become related by marriage and create a situation prohibited by this policy, one of the employees may be asked to give up his position. If the employees cannot choose which of them it will be, the employee having the lower budgeted annual compensation may be removed. The removed employee may be considered for other positions within the Town for which he is qualified.

Situations not specifically addressed in this policy that, in the Town's opinion, create a conflict of interest or give the appearance of a conflict of interest, will be handled at the Town's discretion

## **POLITICAL ACTIVITY**

Employees may fully and freely associate themselves in organizations of their own choosing, except those organizations whose purpose is to overthrow the government of the United States, the State of South Carolina or any of its political subdivisions. In addition, supervisory employees may not join or support labor organizations which accept to membership subordinates of such supervisors.

In certain circumstances involving real or potential conflicts, employees who run for any partisan or non-partisan public office may not be allowed to continue in Town employment. The employee/candidate may be placed on an unpaid leave of absence until after the election. If an employee is placed on leave of absence, his employment will terminate upon his election to a partisan public office.

For purpose of this policy, an employee is considered a "candidate for public office" as soon as he begins actively campaigning for nomination or election, or when he files for candidacy, whichever comes sooner.

## **POLICY ON HOURS OF WORK**

The Town's normal hours of business are from 8:30 am to 5:00 pm. Town Hall will be open during the following hours each week: 8:30 am to 5:00 pm on Monday, Tuesday, Wednesday, Thursday and 8:30 am to 12:45 pm on Friday. However, some departments must operate outside the Town's normal hours of business, and schedules of employees of those departments may differ from the Town's normal hours. Each department is responsible for scheduling its employees so as to meet the needs of the Town. Employees may be required to work overtime.

## **ATTENDANCE POLICY**

Punctual and regular attendance are essential functions of each employee's job at the Town of Ninety Six. Any tardiness or absence causes problems for

fellow employees and supervision. When an employee is absent, others must perform his or her work.

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for break periods or when required to leave on authorized Town business. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided.

In all cases of absence or tardiness, employees should provide their supervisor with an honest reason or explanation. Documentation of the reason may be required. Employees also should inform their supervisor of the expected duration of any absence. An employee should call his or her supervisor in advance of his or her regular starting time on any day on which the employee is scheduled to work and will not report to work. In the event that an employee cannot get in contact with their supervisor, the employee should continue utilizing their chain-of-command. If the employee cannot personally telephone, the employee should have a reliable person to do so.

Excessive absenteeism (excused or not) may be grounds for discipline up to and including termination of employment. Each situation of excessive absenteeism or tardiness will be evaluated on a case-by-case basis. However, even one unexcused absence may be considered excessive, depending on the circumstances.

Any employee who fails to report to work without notification to his or her supervisor for a period of two days or more will be considered to have voluntarily terminated the employment relationship.

## **POLICY ON PLACE & TIME OF PAYMENT**

The Town of Ninety Six pays its employees on Thursday. Each paycheck represents wages earned by the employee during the normal work period ending on the previous Sunday, at midnight. The pay period for weekly payroll shall begin on Sunday 12:00 am and end on the following Sunday at 12:00 am. The pay period for bi-weekly employees shall begin on Saturday at 7:00 am and end on Saturday (fourteen (14) days later) at 7:00 am. All hours, forty (40) for weekly and eighty-six (86) for bi-weekly employees, worked over will be computed at the overtime rate.

The Town issues paychecks on a weekly, bi-weekly, monthly, and quarterly basis. Checks will be made available to the employee beginning at approximately 4 pm on Thursday, at Town Hall.

The Town deducts from employees' gross pay taxes and withholdings that are required by the taxing authorities. The Town may also deduct from employee's pay the employee's share of any premiums or plan contributions for insurance, retirement and similar plans that are elected by the employee. The Town may make other deductions as required by law or court order.

If you find an error in your paycheck, your supervisor should be notified. The supervisor will in turn notify Human Resources. A lost check should be reported immediately so that payment may be stopped at the bank and another check can be issued.

Cash, debts, owed the Town, fringe benefits, uniforms, tools, equipment, vehicles, instruction manuals, keys, Town identification cards and other items belonging to the Town that are advanced or issued to an employee but not repaid or returned by him at the time of his termination are considered advances of wages, the value of which may be deducted from the employee's final pay check(s).

## **OVERTIME POLICY**

Non-exempt employees, with the exception of law enforcement receive overtime premiums at 1.5 times their regular hourly rate for all hours worked in excess of 40. Law enforcement personnel receive overtime premiums after 86 hours in 14 days. In lieu of cash payment, the Town may credit employees with compensatory time at the rate of 1.5 hours for each overtime hour worked.

Employees must accurately record all hours worked and must have worked all hours recorded. Employees may not work "off the clock" and employees may not work overtime without permission of their supervisor except in cases of emergency.

Employees who are exempt from overtime receive a salary that compensates them for all hours worked in the work week. Such employees do not receive overtime pay.

## **BENEFITS**

The Town currently offers a competitive benefits package. The terms of the Town's benefits plans are subject to change, and the Town is not responsible for any changes in or eliminations of benefits or benefit plans. Please see human resources for specific information on the Town's benefit plans.

### **Health Insurance**

The Town of Ninety Six provides health insurance for all of its full-time employees. The Town pays a portion of the cost of individual coverage for those employees. Part-time employees are not eligible for Town paid health insurance coverage. Those employees who wish to have their dependents included in the insurance plan are required to pay a portion, up to and including 100% , of the monthly premium for that coverage on a payroll deduction basis. The group insurance policy and the summary plan description issued to employees set out the terms and conditions of the health insurance plan. These documents govern all issues relating to employee health insurance.

Additional copies are available from Human Resources. The Town reserves the right to unilaterally modify, terminate, change, or otherwise alter the benefit plan as it, in its sole discretion, deems necessary.

### **Retirement**

All regular, full-time employees and police officers hired must, as a condition of their employment, become members of the South Carolina State Retirement System, or PORS for police officers. This system includes group life insurance for all full-time employees while police officers receive this and the accidental death program. The employee's contribution is paid through regular payroll deductions. Copies of these plans are available and on file in Town Hall. Should you wish to review these documents, you may contact the Town Clerk. All employees shall be issued membership cards and other documentation and shall receive an annual report of contributions and balance.

## **HOLIDAYS**

The Town of Ninety Six recognizes eleven (11) holidays each year, plus the employee's birthday. Town Hall will be closed for all eleven stated holidays, except for employee's birthdays. For purposes of this policy, all employees will receive 8 hours of pay. All full-time employees will receive their regular straight-time compensation for each holiday including the employee's birthday. The holidays celebrated are:

- 1) New Year's Day
- 2) Martin Luther King, Jr.'s Birthday
- 3) President's Day
- 4) Good Friday
- 5) Memorial Day
- 6) Independence Day
- 7) Labor Day
- 8) Thanksgiving Day
- 9) Day after Thanksgiving
- 10) Christmas Eve
- 11) Christmas Day

A holiday that falls on a Saturday shall be observed on the preceding Friday while a holiday that falls on a Sunday shall be observed on the Monday following. Holidays, which occur while an employee is on annual leave, will not be charged as days taken by an employee for his/her vacation.

To be eligible for holiday pay, an employee must be employed with the Town on a full-time basis and have completed their probationary period. An employee will not be eligible for holiday pay if he/she is absent on his/her last scheduled workday before the day celebrated as the holiday and his/her first scheduled workday on the day following the day celebrated as a holiday, if their absence is considered unapproved by the department head.

## **WORKERS' COMPENSATION**

Town employees are covered by workers' compensation for on-the-job injuries. Benefits are governed by state law and not set by the Town. Employees must report immediately any on-the-job injury, regardless of severity, to their supervisor.

## **INCLEMENT WEATHER POLICY**

If inclement weather occurs during the workday and the SC Highway Patrol determines that driving conditions may become extremely hazardous, the Mayor or his/her delegate may authorize town employees to leave work before the normal closing time. If the inclement weather occurs during non-working days or after closing of Town Hall, then normal town functions will commence the next scheduled workday, unless delay or closing is granted by the Mayor or his/her delegate.

## **LEAVE POLICY/VACATION**

All regular, full-time employees are eligible to earn annual leave time. All annual leave must be taken in blocks of time no less than four hours. All annual leave must be taken, as no more than fifty-two weeks per years shall be paid to any employees. The amount of annual leave earned for which an employee is eligible is determined by the employee's length of service as of their anniversary date (date of hire). For full-time employees, vacation accrues as follows.:

1. During the first year of uninterrupted employment, annual leave will be accrued at the rate of four (4) hours per month.
2. From the (second) 2nd through the (fifth) 5th year of consecutive employment, annual leave will accrue at the rate of eight (8) hours per month.
3. From the (sixth) 6th through the (tenth) 10th year of consecutive employment, annual leave will accrue at the rate of twelve (12) hours per month.
4. After ten (10) years of consecutive employment, annual leave is accrued at the rate of fourteen (14) hours per month.

All Department Heads and Assistant Department Heads shall earn annual leave at the following rate:

1. Ten (10) hours per month through five years.



2. Twelve (12) hours per month the sixth through tenth year.

3. Sixteen (16) hours per month after ten years.

Temporary employees, part-time employees or employees on a six month probation period, cannot earn or be paid for annual or holiday leave. However, if and when a probationary employee becomes a regular full-time employee, his/her six-month's service shall entitle the employee to twenty-four (24) hours of annual leave and twenty-four (24) hours of sick leave.

Employees on a leave of absence cannot accrue vacation or sick time during their leave of absence.

Annual leave can be allowed to accumulate to a maximum of one- hundred sixty (160) hours which can be carried over to the following calendar year. Annual leave accumulated in excess of one-hundred sixty (160) hours will be forfeited. A maximum of ten (10) consecutive days may be taken at any one time with the approval of the department head, Mayor, or any designee appointed by Council. Leave may be regulated in order that the absence of an employee will not be detrimental to the work of the Town. Notwithstanding, the Town's policy allowing an employee to accumulate annual leave and carry over such annual leave to the next calendar year, all annual leave is required to be taken as no more than fifty-two weeks compensation will be paid to any employee.

If an employee is absent and does not notify the Department Head, Town Clerk, Mayor, or a designee appointed by Council, within one hour after the beginning of the scheduled workday, the absence will be construed as an unexcused absence and the employee will not be allowed to use this day as annual leave. If the employee calls or notifies the Department Head, Town Clerk, Mayor, or a designee appointed by Council, within one hour after the beginning of the scheduled workday that he/she is sick, the absence will be credited to sick leave, if sick leave is available and accrued and subject to the conditions outlined in the sick leave policy, rather than annual leave.

Whenever possible, employees will be allowed to take annual leave at a time most convenient to them. However, in order to maintain essential services, the Town reserves the right to limit the number of employees that may be absent from a given department at the same time. Whenever there is a conflict of two or more employees choosing the same dates to take annual leave and if the absence of two employees may be disruptive to Town operations, the employee with the greater seniority will be allowed to take his/her annual leave and the junior employee will have to reschedule his/her annual leave date.

Accrued, unused annual leave will be paid for at termination only if the employee is terminated or resigns for non-disciplinary reasons. Employees who resign must give and properly work a two-week notice of resignation to receive accrued, unused annual leave. The notice may be waived by the Mayor.

## **SICK LEAVE**

The Town of Ninety Six recognizes that an employee's inability to work because of illness or injury may cause economic hardship. For this reason, the Town provides paid sick leave to all regular, full-time employees. The days are provided only for the employee's own illness or injury.

Eligible employees accrue sick days at the rate of eight (8) hours per month to a maximum of four-hundred and eighty (480) hours. Sick days may not be used before they are earned. Employees are not entitled to be paid for earned, but unused, sick leave upon termination of their employment.

If an employee has more than two-consecutive days of absence due to illness, the absence must be supported by a doctor's statement. The Town also reserves the right to request proof of illness from an appropriate medical provider, as the Town deems necessary. Notwithstanding the Town's willingness to provide sick leave, attendance is important.

## **BEREAVEMENT LEAVE**

Any full-time employee suffering the misfortune of a death in the employee's immediate family shall be granted bereavement leave. In the event of the death of an employee's spouse, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandson, granddaughter, stepmother, stepfather, stepson, and stepdaughter, the employee will be granted three days off work with pay. Personal days or vacation days may be used if additional time off is needed. Requests for bereavement leave should be made to the employee's immediate supervisor.

## **JURY DUTY**

The Town of Ninety Six will grant all regular, full-time employees time off for mandatory jury duty. A copy of the court notice must be submitted to the employee's manager to verify the need for such leave. The employee will receive the difference between jury duty pay and his or her normal salary or wage for each

day of jury duty up to a maximum of two weeks per year in addition to any other paid leave.

The employee is expected to report to work when doing so does not conflict with court obligations. It is the employee's responsibility to keep his or her supervisor or manager informed about the amount of time required for jury duty and to provide documentation regarding the amount of jury duty pay received in order to receive the town-provided compensation supplement.

Any employee found to be abusing or misusing civil leave may have to forfeit vacation leave and/or be terminated if his/her absence is deemed by the Town to be unauthorized. If an employee is excused from jury duty due to illness, his/her time will be charged against accrued sick leave.

## **MILITARY LEAVE**

Employees are entitled to such leave of absence and reinstatement upon return from leave of absence for military service (including Reserve and National Guard duty) as may be provided by applicable state and federal law. The provisions of such laws change from time to time and for that reason no effort is made to set forth the law in this policy.

## **PHYSICAL DISABILITY AND PERSONAL LEAVE**

1. An employee who has completed his initial probation (and any extension thereof) may request a leave of absence for up to (3) months when unable to work because of sickness, pregnancy or injury on or off the job. Such an employee may also apply for leave of absence for personal reasons. (Paid leave may not be used for elective surgery). Personal leaves are granted only in the discretion of the Mayor.
2. Employees are requested to apply for leaves of absence as far in advance of need as is possible, but an employee may be placed on leave status without application when the circumstances warrant such action.
3. Physical disability leave begins on the first day of absence.

4. After the employee has exhausted his annual and/or sick leave, as a general rule, an employee on leave of absence is not entitled to wages or fringe benefits and does not accrue fringe benefits.
5. Employees on leave of absence may not engage in other employment.
6. Employees desiring to return to work from an unpaid leave of absence should notify the Mayor in writing at least ten days prior to their desired return date. If the Town finds that the employee is fit to resume his duties, the employee may be returned to his previous position if it is vacant and is to be filled, or to some other position of equal or lesser compensation for which he is qualified and where there is a vacancy to be filled. If the employee is not returned to active employment, he may be continued on leave of absence status until he is returned to active duty status or his leave of absence expires, whichever occurs sooner. Any employee who has not been reinstated within (6) months following the commencement of a leave of absence is generally terminated. This action does not affect the employee's eligibility to be considered for hire as a new employee at some future time. Further, employees with circumstances that warrant special consideration should bring those circumstances to the attention of management.
7. Circumstances of any employee's situation will be evaluated prior to any decision regarding the termination of their employment.

## **DRUG-FREE WORKPLACE POLICY**

### *PURPOSE*

The Town of Ninety Six is committed to providing a safe and productive work environment. We also expect our employees to report to work each day fit to perform their jobs. To meet these objectives, as well as our obligations under applicable federal and state laws, we must take a firm and positive stand against substance abuse. This policy is intended to ensure a drug-free work environment for the benefit of our employees and customer

### *POLICY STATEMENT*

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or prescription drug which is not prescribed for the employee's own use, is strictly prohibited. This prohibition applies to use at any time, both on the job and off the job. Town employees are, of course, permitted to

possess any substance when required by their jobs or for the purpose of lawful delivery to another person.

Similarly, employees are prohibited from reporting to work, using or being anywhere on Town property while under the influences of alcohol, illegal drugs, controlled substances or prescription drugs which are not prescribed for the employee's own use. For purposes of this policy, "under the influence" means having any detectable amount of any substance in the employee's system.

As a condition of continuing employment with the Town, each employee must:

1. Abide by the terms of this policy; and
2. Notify the Town of any criminal drug statute conviction for a violation occurring in the Town's workplace no later than five-days after such conviction.

Any violation of this policy will result in discipline, up to and including discharge.

#### *TESTING*

The Town may test employees for drug and alcohol use any time the Town has reasonable suspicion of a violation of this policy. The Town also reserves the right to randomly test safety sensitive employees (sworn law enforcement officers and CDL drivers). The Town reserves the right to determine and utilize the type of testing it deems to be most appropriate in these circumstances.

## **EMPLOYEE DRUG USE & DRUG TESTING** **POLICY**

It is well-recognized that drug abuse has a harmful effect on public health and safety, on the welfare of employees, on morale, and on productivity. Furthermore, it is the policy of the Town of Ninety Six to comply with the Drug Free Workplace Act, to establish and maintain drug-free workplaces, and to prohibit the unauthorized or unlawful manufacture, distribution, dispensation, possession, and use of controlled substances on or off the job.

For these reasons, the Town adopts the following policy:

### **I. GENERAL RULE**

Effective immediately, all employees of the Town are prohibited from swallowing, inhaling, injecting, dealing in, or otherwise using illegal drugs and substances (such as marijuana, cocaine, LSD, heroin, etc.) and prescription drugs which are not prescribed for the employee's own use. This prohibition applies to use at any time, both on the job and off the job. Town employees are, of course, permitted to possess any substance when required by their jobs or for the purpose of lawful delivery to another person.

All employees are also prohibited from reporting to work under the influence of alcohol. An employee may be subject to "particularized suspicion" testing for alcohol as outlined in the following procedures which relate to drug testing. Alcohol testing will be by blood testing or any other means deemed appropriate by the Town.

## **II. APPLICANTS FOR EMPLOYMENT**

Effective immediately, the Town may conduct pre-employment drug test for applicants tentatively selected for employment. In the case of volunteer fire fighters, submission to a drug test may be a pre-condition to volunteering as a fire fighter for the Town. The Town shall not hire any applicant tentatively selected tentatively selected for employment who refuses to submit to a drug test or who tests positive for use of illegal or unauthorized substances. An applicant who is rejected under this policy may be considered for future vacancies if he can demonstrate that he is no longer a user of any such substances.

## **III. CURRENT EMPLOYEES**

A. Effective immediately, all Town employees will be subject to drug testing by urinalysis or any other method deemed appropriate by the Town where "particularized suspicion" of drug use in violation of this policy exists or under other lawful conditions.

1. Particularized suspicion is deemed to exist when:

- a. Information that an employee has used illegal drugs or substances in violation of this policy is provided by a reliable informant;
- b. a serious accident occurs due to fault of the employee;
- c. "serious accident" is defined as:

(1) an accident involving a fatality , [NOTE: DOT regulated employees will be tested after an accident involving a fatality regardless of fault];

- (2) an accident causing bodily injury which requires medical treatment away from the scene of the accident;
- (3) an accident causing total aggregate property damage of at least \$2,000 based on reliable estimates;
- (4) an accident involving one or more Commercial Motor Vehicles which results in one of the vehicles having to be towed from the scene by a tow truck or other vehicle.

d. an employee exhibits any of the following:

- (1) extreme mood swings;
- (2) slurred speech;
- (3) unusual clumsiness;
- (4) staggering
- (5) dilation of pupils;
- (6) sleeping on the job or lethargy;
- (7) excessive unexplained sweating; or
- (8) other aberrational behavior

e. an employee has been arrested for violation of drug laws;

f. an employee has admitted violating the Town's drug policy;

g. an employee has tested positive for illegal drugs within the past two years

B. Employees required by their jobs to possess a Commercial Driver's License must provide a specimen for testing within 32 hours following a serious accident for which they arguably are at fault. (Such employees who are injured and cannot provide a specimen at the time of the accident will provide necessary authorization for obtaining hospital reports or other documents which would indicate the presence of controlled substances in the employees' systems.)

C. Employees required by their jobs to possess a Commercial Driver's License must submit to a drug test whenever they are issued a citation for a moving violation in connection with an accident.

D. Particularized suspicion testing is conducted only with the approval of the Mayor or his designees(s). The Chief of Police or Assistant Chief of Police approves particularized suspicion testing for Police Department employees.



- E. Random testing for illegal or unauthorized drug use may be conducted for all sworn police officers and any employee who is required to possess a Commercial Driver's License.
- F. If an employee refuses to submit to a drug test when ordered to do so, the Town will terminate the employee.

#### **IV. TESTING PROCEDURE**

- A. Drug testing will normally be by urinalysis however the Town may use any other means it deems appropriate.
- B. The collection of samples will be performed under reasonable and sanitary conditions.
- C. Urine normally will be collected under conditions of semi-privacy - that is, a person of the same gender will be in a position to observe obvious attempts to substitute or adulterate a urine sample. Collection of the urine sample may be directly observed by a person of the same gender, however, where the person supervising the collection believes an employee has tampered with an earlier urine sample or the employee has previously admitted or been proved to have used drugs in violation of this rule.
- D. Urine samples will be sealed, labeled and documented in accordance with the procedure of the drug testing lab. Labeling, storage and transportation of samples shall be performed so as reasonably to preclude the probability of erroneous identification, sample contamination or sample adulteration.
- E. Specimens will be checked for at least the following six drugs:
  - (1) Marijuana
  - (2) Cocaine
  - (3) Opiates
  - (4) Amphetamines
  - (5) Phencyclidine
  - (6) Barbiturates
- F. Applicants and employees will have an opportunity to provide any information which they consider relevant to the test, including

identification of currently used prescription or nonprescription drugs, or other relevant information.

G. Samples which initially result in a positive finding for drug use will be re-tested by the gas chromatography/mass spectrometry (GCMS) method. If the GCMS test results in a positive finding of drug use, and is verified by the Medical Review Officer shall be conclusive for all employment-related purposes.

H. The Town's Medical Review Officer will normally allow an employee whose drug test results have been confirmed as positive the opportunity to justify the result before the Medical Review Officer notifies the Town.

## **V. CONSEQUENCES OF VIOLATING THIS POLICY**

Violations of this policy will result in discipline up to and including discharge.

- A. For sworn police officers, the Town shall terminate the employee if he is found to be in violation of this policy.
- B. For probationary employees, the Town shall terminate the employee if he is found to be in violation of this policy.
- C. For all other employees, the Town shall impose discipline up to and including discharge for an employee who is found to be in violation of this policy.
  - 1. The Town, in lieu of terminating an employee, may condition the continued or future employment of an employee who tests positive for or admits to the use of illegal drugs, upon the successful completion of a drug counseling/rehabilitation program.
  - 2. If the Town, after considering all of the relevant circumstances, agrees to allow an employee who is found to be in violation of this policy to continue as a Town employee, the Town will do the following:
    - a. Refer the employee for drug abuse counseling;
    - b. Retest the employee for controlled substances before allowing the employee to return to duty;

- c. Require the employee to authorize the counseling program or other facility to report periodically to the Town during the course of treatment/counseling;
  - d. Place the employee on probation for at least six months following the employee's return to duty; and
  - e. Require the employee to submit to unannounced follow-up drug testing for a period not to exceed two years.
- D. Should an employee, whose continued or future employment is conditioned upon the successful completion of a counseling or rehabilitation program, refuse or fail to participate in a single counseling or treatment session, the employee will be terminated.
- E. An employee whose return to duty test sample does not indicate that the employee has discontinued use of illegal drugs will be terminated.

## **VI. COMING FORWARD WITH SUBSTANCE ABUSE PROBLEMS**

- A. All employees (other than sworn police officers) who have substance abuse problems and report them to the Town before being selected for testing, and before the occurrence of an event which normally would result in testing, normally will not be disciplined upon the first violation but will be subject to Part V (C)(2) of this policy.
- B. If an employee admits to a violation of this policy or tests positive for drugs in violation of this policy, but seeks counseling and remains an employee of the Town, the employee will be discharged if he again either admits to a violation of this policy or tests positive for drugs in violation of this policy.

## **VII. CONFIDENTIALITY**

Any drug test results or information supplied by employees and applicants as part of the Town's drug testing program will be kept as confidential as possible, consistent with the purposes of this policy.

## **VIII. TESTING COSTS**

The Town will pay the costs of all drug tests to which the Town requires an employee to submit. However, an employee subject to unannounced

follow-up testing pursuant to Part V (C) of this policy will be solely responsible for the cost of all follow-up tests.

## **IX. NOTIFICATIONS OF TEST RESULTS**

- A. Applicants will be notified of the results of a pre-employment drug test, provided the applicant requests the results within 60 days of being notified of the disposition of the employment application.
- B. Employees will be notified of the results (including the drug (s) discovered) of all drug tests, provided the results are positive.

## **EMPLOYEE ALCOHOL USE & ALCOHOL TESTING POLICY**

The abuse and misuse of alcohol is a very serious problem which threatens our nation's collective health, safety, and welfare. The Town is committed to maintaining a safe and productive work environment. Alcohol in the workplace is dangerous because it leads to physical impairment, loss of judgment, safety violations, and the risk of injury and death. Furthermore, it is the policy of the Town to establish and maintain alcohol free workplaces, to comply with applicable government regulations, and to prohibit the unauthorized, improper, or unlawful use of alcohol on Town premises or time.

For these reasons, the Town has implemented the following Alcohol Use and Alcohol Testing Policy.

### **I. GENERAL RULE**

Effective immediately, all employees of the Town are prohibited from using or possessing alcoholic beverages on Town premises or time. (The term "Town premises or time includes: Town vehicles and private vehicles on Town premises; parking lots and recreation areas; and any circumstances in which an employee is representing the Town, such as attending off-premises business meetings or conferences. Employees are not prohibited, however, from having unopened containers of alcoholic beverages in their personal vehicles.) The Town manager may approve moderate alcohol use at designated social or business functions.

Furthermore, all employees of the Town may not report to or be at work while under the influence of alcohol. **(An employee shall be considered to be "under the influence of alcohol; if he has any detectable amount of alcohol in his system.)**

Finally, employees who are required by their jobs to possess a commercial driver's license are subject to the Federal Department of Transportation Motor Carrier Safety Regulations, which addresses the misuse of alcohol among DOT regulated employees. These regulations prohibit the following:

- using alcohol within four hours or reporting for duty;
- reporting for work with an alcohol concentration of .02 or greater;
- using alcohol while on duty;
- using alcohol within eight (8) hours following an accident which requires an alcohol test (or until a post-accident test is conducted, whichever occurs first);
- possessing alcohol while on duty;
- transporting alcohol in any DOT regulated vehicle (except when alcohol is manifested cargo)

## **II. CURRENT EMPLOYEES**

A. Effective immediately, all Town employees are subject to alcohol testing where "particularized suspicion" of alcohol use in violation of this policy exists.

1. Particularized suspicion is deemed to exist when:

- a. information that an employee has used or possessed alcohol in violation of this policy is provided by a reliable informant;
- b. a serious accident occurs due to the apparent fault of an employee.
- c. "Serious accident" is defined as:

- (1) an employee is operating a vehicle involved in an accident in which there is a fatality (DOT regulated employees will be tested after an accident involving a fatality regardless of fault);
    - (2) an accident causing bodily injury which requires medical care away from the scene of the accident;
    - (3) an accident that the driver was deemed to have caused or contributed to; or (2-1-2010)
    - (4) an accident involving one or more Commercial Motor Vehicles which results in one of the vehicles having to be towed from the scene by a tow truck or other vehicle.
  - d. an employee exhibits behavior consistent with alcohol use such as but not limited to:
    - (1) erratic behavior (mood swings, slurred speech, staggering bloodshot eyes, sleeping on the job or lethargy, excessive unexplained sweating, etc.);
    - (2) the apparent odor of an alcoholic beverage on an employee's breath;
    - (3) other aberrational behavior such as but not limited to excessive absenteeism or tardiness, significant deterioration in job performance, repeated errors or rules violations, etc.
  - e. an employee has admitted violating the Town's alcohol policy;
  - f. an employee is arrested for or convicted of an alcohol related offense;
  - g. an employee has tested positive for alcohol in violation of this policy with the past five years.
2. Particularized suspicion testing is conducted upon approval of the Town Manager or his designee.

B. Effective immediately, all employees occupying positions designated by the Town as "safety sensitive" are subject to random selection alcohol testing to determine compliance with this policy. A list of safety sensitive positions is attached as Appendix A. All DOT regulated employees are subject to random selection testing pursuant to 49 CFR Part 382. (DOT regulated employees are randomly tested at an annualized rate of at least 25% (unless otherwise specified by the FHWA) in accordance with 49 CFR Part 382). Random selection testing is unannounced.

C. An employee who refuses to submit to an alcohol test when ordered to do so is subject to termination. Refusal to test includes failure to appear for a test, failure to remain until testing is complete, failure to provide an adequate amount of saliva or breath, failure to undergo a medical examination to evaluate your ability to provide an adequate breath specimen, or failure to sign a required certification form.

### **III. TESTING PROCEDURE**

- A. Employees are usually provided an opportunity to provide any information which they consider to be relevant to the test.
- B. Alcohol tests are conducted to determine if an employee has violated this policy.
- C. The Town uses only DOT approved non-evidential screening devices and DOT approved evidential breath testing (EBT) devices for alcohol testing pursuant to this policy. The Town reserves the right to utilize blood testing for non-DOT alcohol tests.
- D. A non-evidential screening device is normally utilized to initially determine compliance with this policy. If the screening device indicates the presence of alcohol, or if the results of the screening device are deemed questionable by the Town, then a confirmatory test is conducted utilizing an EBT device or blood test.
- E. The EBT confirmatory test is conducted by an individual properly certified to use the equipment. (In situations involving DOT regulated employees, the EBT operator should be properly certified in accordance with applicable DOT regulations.)

- F. A confirmatory test result generated through the use of an EBT or blood test which indicates a presence of alcohol in violation of this policy is conclusive for purposes of this policy.

#### **IV. NOTICE TO EMPLOYEES**

The Town will attempt to distribute to all present employees a copy of this policy. Additional copies of this policy are available upon request. By continuing to work, the employee acknowledges his responsibilities under the policy and agrees to follow the policy.

#### **V. CONSEQUENCES OF VIOLATING THIS POLICY**

Violations of this policy may result in discipline up to and including discharge.

- A. A probationary employee who violates this policy is subject to termination.
- B. A non-probationary employee who violates this policy is subject to disciplinary action, including, termination.
  - 1. The Town, in lieu of terminating an employee who has violated this policy, may suspend the employee and condition his continued or future employment upon the successful completion of an alcohol counseling/rehabilitation program.
  - 2. If the Town, after considering all of the relevant circumstances, allows an employee who has violated this policy to continue as a Town employee, the employee's continued employment is subject to the following:
    - a. referral to a Substance Abuse Professional for assessment and requiring the employee to follow the SAP's prescribed program of counseling/treatment;
    - b. requiring the employee to authorize the Employee Assistance Program or other facility to report periodically to the Town during the course of counseling/treatment;



- c. retesting the employee for alcohol use in violation of this policy before allowing the employee to return to duty;
  - d. placing the employee on probation for at least six months following the employee's return to duty; and
  - e. requiring the employee to submit to unannounced follow-up alcohol testing for a period not to exceed five years. (the employee will be solely responsible for the total cost of all follow-up alcohol tests conducted pursuant to this policy.)
- C. An employee whose continued or future employment is conditioned upon the successful completion of a counseling or rehabilitation program who refuses or fails to participate in a single counseling or treatment session, is subject to disciplinary action, including termination.
- D. An employee whose return-to-duty alcohol test indicates that the employee is in violation of this policy is subject to termination.

## **VI. CONFIDENTIALITY**

Any alcohol test results or information supplied by employees and applicants as part of the Town's alcohol testing program is kept as confidential as possible, consistent with the purposes of this policy.

## **VII. TESTING COSTS**

The Town pays the costs of all alcohol tests to which the Town requires an employee to submit. However, the employee is solely responsible for the total cost of all follow-up alcohol tests conducted pursuant to Section V(B)(2) of this policy.

## **VIII. EMPLOYEE ASSISTANCE PROGRAM**

The use of illegal drugs and similar substances is a serious threat to our nation's collective health, safety, and welfare. Alcohol abuse in the workplace is dangerous because it leads to physical impairment, loss of judgment, safety violations, and the risk of injury and death. In order to prevent these consequences of alcohol abuse, the Town has implemented this policy. Employees who feel

they have a problem with substance abuse should seek assistance. The Town provides an Employee Assistance Program that provides assistance to employees. Additional information about our EAP program may be obtained from the Human Resources Director.

For information on where to obtain treatment or assistance for drug or alcohol problems, one of the best places to look is in your phone book's Yellow Pages under "Drug Abuse & Addiction Information & Treatment Centers" or "Alcoholism Information & Treatment Centers." Under these headings, there is often a listing for a local "Council on Alcohol and Drug Abuse."

## **COMPLAINT PROCEDURE**

### *PROBLEM SOLVING PROCEDURES*

The Town of Ninety Six is concerned with any situation affecting the employment relationship. The Town is committed to correcting any condition or situation that may cause problems or misunderstandings. It is inevitable that problems and misunderstandings may occur. Therefore, the Town has provided an orderly manner for an employee to voice an opinion or discuss a problem with management without prejudice or fear of retaliation.

If an employee has a problem or complaint, the employee should discuss it with his or her immediate supervisor as soon as possible.

If the problem is not satisfactorily resolved or the problem is with the supervisor, the employee is encouraged to discuss it with the Mayor.

Not all complaints can be resolved to everyone's satisfaction. However, in each case, the reason for the decision will be explained clearly to the employee. Also, Administration personnel are available, at any time, to discuss and/or provide assistance on any complaint, problem, or concern that an employee may have.

## **WORKPLACE PRIVACY / COMPUTER & INTERNET USE**

The workplace is intended to be a place of work. An important part of work is communications and recordkeeping. No employee is at work 24 hours a day, seven days a week, and there are times when management needs access to communications or records maintained by employees in their individual workplaces. Personal items and personal communications received or stored on Town property are not entitled to a guarantee of privacy.

Management may search Town property and documents in Town - owned vehicles, employee desks, lockers, file cabinets, electronic devices, etc.

Electronic media raise similar issues. The Town provides electronic and telephonic communication and, when necessary, computers and mobile devices to employees. Although assigned to the employee, these items still belong to the Town. Similarly, any electronic files created on or software downloaded on, a Town computer or mobile device belong to the Town. Unauthorized programs and files may not be used or installed on Town computers without the written permission of the Town. Additionally, employees may not encrypt work and may not use passwords other than those assigned to them by the Town. Employees may not destroy or delete files from Town computers or mobile devices except pursuant to the Town's record retention policy.

The Town reserves the right to review voice mail, electronic mail, computer and mobile device files, text messaging, and other electronic information generated by or stored in the Town's electronic systems. The Town also reserves the right to report the finding of such reviews to appropriate agencies.

The Town consents to the reasonable personal use of its computers and mobile devices. Although the Town consents to the "reasonable" use of its computers and mobile devices for personal business, what is "reasonable" is determined in the sole discretion of the Town. The only sure way to avoid violating the Town's policy on personal computer and mobile device use is to not use the Town's computers for any personal purpose.

The following use is absolutely forbidden:

1. to access any material the Town considers to be pornographic; to transmit or knowingly accept receipt of any communication that is pornographic, obscene, or in the Town's opinion might contribute to a hostile work environment in that it demeans individuals on the basis of

race, sex, age, national origin, disability or some similar distinction

2. to conduct business for outside employment or a side-business
3. to purchase any goods or services, even if charged to the employee's personal credit card.
4. to solicit others for non-work related reasons

Town employees may not use personal electronic equipment (including but not limited to personal laptop computers, mobile devices and cellular phones) on Town property or at Town work sites to engage in conduct that would be prohibited if using Town equipment.

**Important Notice:** The Town has the capacity to examine the computer and mobile device usage of individual employees in detail. Even though an item has been "deleted" and the employee cannot retrieve it, this does not mean that the Town cannot do so. It is also possible to generate a report of every Internet connection made by each user and of how much time was spent in each connection.

## **Social Networks, Personal Websites and Blogs**

Social networking, personal websites, and blogs have become common methods of self-expression. The Town respects the right of employees to use these media during their personal time. The Town consents to reasonable limited access to social media sites during working hours or using Town equipment. What is "reasonable" is determined in the sole discretion of the Town. The only sure way to avoid violating the Town's policy on personal social media site access is to not access such sites at all during working hours or using Town equipment.

Employees must understand that material posted on these media may be read by persons other than those for whom it is intended. Employees are cautioned that they are responsible for the contents of social media posts they make. Posts that contain obscene or harassing material, that are unlawful, that contain personal attacks on coworkers, that reasonably call into question the employee's judgment, or that reasonably cause concern among the public may result in discipline, up to and including termination from employment. Similarly, conduct that would violate Town policies if done in person also violates Town

policy if done through social media. Employees may not disclose confidential information over social media or similar sites.

Employees who posts on media sites and who have identified themselves as a member or employee of the Town on those sites must make it clear that they are expressing their own views and not those of the Town.

#### APPENDIX A

### **HARASSMENT/COMPLAINT REPORT**

Correct name of complainant \_\_\_\_\_

Date of report \_\_\_\_\_

Date of incident(s) \_\_\_\_\_

Name or description of person who allegedly engaged in harassment against you

\_\_\_\_\_  
\_\_\_\_\_

What happened? (be as detailed as possible & attach additional pages as necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name(s) of witness(es) \_\_\_\_\_

\_\_\_\_\_

If harassment is found to have occurred, what action would you like to be taken?

\_\_\_\_\_  
If your complaint comes down to your word against that of the person who allegedly engaged in harassment against you, would you be willing to submit to a polygraph exam?

no \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

## TRAVEL & SUBSISTENCE ALLOWANCE

1. All approved in-state travel in personal vehicles will be reimbursed at the rate as periodically established by Town Council not to exceed the rate set by the IRS.
2. All out-of-state travel must have prior approval of Mayor.
3. An official travel expense statement must be signed and filed by each employee in order to be reimbursed for travel related expenses. Receipts will be required to substantiate all expenses incurred.
4. All other official expenses incurred, as a result of travel, such as meals, lodging, registration fees, taxi, etc., will be reimbursed at actual costs.

When lodging is required, employees are expected to utilize standard, medium priced hotels and motels whenever possible. If an employee is to attend a formal, organized meeting or convention, he may stay at the hotel or motel where the meeting is to be held. In all cases, the Town will pay no more than the regular single room rate, except in cases where regular room rate is not available.

From time to time the Ninety Six Police Department may hold and promote special community projects. Since the Ninety Six Police Officers are

constantly in the public eye and occupy positions of trust, the following rules will apply:

- 1) All projects or special events or projects requiring unbudgeted funds (equipment etc.) must first have approval from the Mayor before the fund drive can be initiated.
- 2) All donations will be recorded with receipt or other documentation showing the name of the donor and the amount of the donation.
- 3) Donations should only be accepted from individuals, organizations, or businesses that would not reflect a negative image upon the Town or it's employees.
- 4) Records should be kept of all donations and properly maintained by the Chief of Police or a person directed by the Chief.
- 5) No moneys will go into salaries or bonuses for any employee.
- 6) No moneys collected will be deposited into any individual personal account or be used for personal gain.
- 7) All established accounts will be made available for yearly audit.






**From:** [Mayor Brown](#)  
**To:** [Brown, James R \(Robert\)](#)  
**Cc:** [Doug Bell](#)  
**Subject:** Re: Records request follow up  
**Date:** Monday, August 25, 2025 3:16:04 PM

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I will check on this

Gregg Brown  
Mayor, Town of Ninety Six, SC  
120 Main Street Northwest  
Ninety Six, SC 29666  
864-970-7703  
  
mayor@ninetysixsc.gov

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**From:** Brown, James R (Robert) <JRBrown@sled.sc.gov>  
**Sent:** Friday, August 22, 2025 1:30 PM  
**To:** Mayor Brown <mayor@ninetysixsc.gov>  
**Cc:** Doug Bell <dbell@mcdonaldpatrick.com>  
**Subject:** Records request follow up

Dear Mayor Brown,

I hope this message finds you well. I am following up to see if the Town of Ninety-Six still has the records that Quick Group, LLC reviewed. When we met, you shared their three-page summary report, but as mentioned last week, we need access to the underlying records they examined. The insurance company does not have these records, and Quick Group, LLC has confirmed that they returned them to then Town Treasurer Ketekash Crump-Lukie in 2019. At this point, we do not have any data available to review, assess, or compare.

Additionally, as I mentioned previously, the Town of Ninety-Six policy guide you shared (metadata from 2014/2015) states on page 16 that an employee must pay a “portion” of dependent healthcare. As written, this could be interpreted to mean that employees who had part of their dependent healthcare costs covered by the Town were still in compliance, since both the employee and the Town contributed a portion. If the Town’s intention is that no dependent healthcare costs are to be covered, I recommend updating the policy to make that position explicitly clear.

Respectfully,

**Robert Brown** | Special Agent

South Carolina Law Enforcement Division (SLED)

Investigative Services - Piedmont Region

[REDACTED] | Office: (864) 467-8111

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**From:** Mayor Brown <mayor@ninetysixsc.gov>

**Sent:** Tuesday, August 19, 2025 1:36 PM

**To:** Brown, James R (Robert) <JRBrown@sled.sc.gov>

**Subject:** 2016

You don't often get email from [mayor@ninetysixsc.gov](mailto:mayor@ninetysixsc.gov). [Learn why this is important](#)

**CAUTION:** This email originated from outside of SLED. Do not click links or open attachments unless you recognize the sender and know the content is safe.

thank you

Gregg Brown

Mayor, Town of Ninety Six, SC

120 Main Street Northwest

Ninety Six, SC 29666

864-970-7703

[REDACTED]

[mayor@ninetysixsc.gov](mailto:mayor@ninetysixsc.gov)