

TOWN OF BOWLING GREEN

PERSONNEL POLICY

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A. Reese Peck, Town Manager

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Section 1. Authority and Application

1.1. Authority for and Adoption of Personnel Policies

A. Title 15.2, Chapter 15, Article 1, of the Code of Virginia and the Charter of the Town of Bowling Green, enables the Town Council to adopt personnel policies, establish departments, employ personnel, and fix compensation for its employees.

B. This Personnel Policies and Procedures Manual (the “Manual”) supersedes all previous personnel policies adopted by the Town Council.

C. This Manual includes those policy statements and procedures that establish the framework for the administration of a personnel system. As such, it is deemed to require legislative review by the Town Council. As a framework, it contains the generally applicable rules and regulations for the employment of personnel. It does not include all departmental operational policies related to personnel. The authority to adopt departmental operating policies is delegated to the Town Manager. Moreover, any actions not reserved to the Council and not inconsistent with what is contained herein are reserved to the Town Manager.

1.2. Purpose of Personnel Policies

These Personnel Policies are intended to:

- Foster effective and efficient service to the public;
- Provide and maintain equitable conditions of employment;
- Establish and maintain uniform standards of employment and compensation; and
- Aid employees and supervisors with personnel matters.

1.3. At-Will

Employees serve at the will and pleasure of the Town Council. This means that the employment relationship may be terminated by either the employee or the Council and at anytime with or without notice or cause. Nothing contained in this Manual shall alter that status.

1.4. Federal, State and Local Laws

The personnel policies or procedures contained in this Manual are to be read consistent with federal, state, and local law and any provisions that are in conflict with such laws shall be superseded by the pertinent law. If any part, section, subsection, sentence, clause or phrase is for any reason held to be unconstitutional or invalid, that part only shall be deemed severable and shall not affect the constitutionality or validity of the remainder.

1.5. Changes in Personnel Policies

These personnel policies may be amended or changed at any time by the Town Council. Notification of changes or amendments shall be provided to all employees of the Town of Bowling Green.

1.6. Applicability

The personnel policies contained in this Manual apply to all departments, positions, and employees of the Town of Bowling Green. Department Directors may implement standard operating procedures (SOPs) provided they are consistent with these personnel policies and approved by the Town Manager.

1.7. Compliance

Within their respective departments, Department Directors shall take necessary and prompt action to ensure compliance with these personnel policies. Employees who fail to adhere to the requirements set forth in these policies may be subject to disciplinary action including termination of employment.

1.8. Availability of Personnel Policies and Procedures Manual

In order to make the Manual readily accessible to all employees, a copy shall be provided to each employee.

1.9. Duties May Be Delegated

Whenever an activity is to be exercised by the Town Manager or a Department Director, such activity may be delegated to a subordinate employee. All activities so delegated remain the responsibility of the delegating authority.

1.10. Situations Not Specifically Covered

This Manual is intended to address most personnel matters. Situations not specifically covered by this Manual shall be handled in a manner consistent with the purposes of these policies as determined by the Town Manager and in compliance with all applicable laws.

1.11. Official Copy of Personnel Manual

The official copy of the Manual shall be maintained in the Office of the Town Manager.

Section 2. Administration of Personnel System

2.1. Town Council

Except for what it expressly reserves to itself, the Town Council delegates to the Town Manager the responsibility and authority for all personnel matters.

2.2. Town Manager's Responsibilities

A. The Town Manager shall serve as personnel officer for the Town, and is responsible for the administration of the Town's personnel system. The Town Manager shall administer these personnel policies and may delegate such duties in connection with the administration of these policies as deemed appropriate.

B. The Town Manager shall:

1. Fairly and equitably interpret and apply these personnel policies for all employees and applicants;
2. Advise the Town Council in matters concerning personnel administration;
3. Recommend sound merit standards of personnel administration;
4. Institute operating procedures for the implementation of these policies;
5. Regularly review and recommend changes to these personnel policies and the Town's position classification and pay plan;
6. Maintain all centralized personnel records and personnel files according to state and federal regulations;
7. Perform the duties and functions of Equal Employment Opportunity Officer;
8. Administer and interpret the Town's personnel policies and procedures and its classification and compensation plan;
9. Confer with employees and Town Council for the betterment of working relationships as appropriate;
10. Coordinate and be held accountable for employee training and development; and
11. Perform other related activities that provide and support an efficient and effective workforce.

C. The Town Manager's authority specifically includes, but is not limited to:

1. The authority, within budgetary limits, to employ, promote, transfer, reclassify, discipline, demote, discharge or in any manner deal with personnel matters concerning employees of all departments and agencies under the Town's control;

2. The authority to administer the classification and pay plan and to issue policies and procedures for the administration of the plan;

3. The authority, within budgetary limits, to reclassify existing classifications, delete or abolish positions or transfer positions to other departments; make changes in employee classifications to provide for proper administration of the compensation and pay plan; and establish from funds allocated for this purpose, the compensation of each employee within the designated pay range; and

4. The authority to interpret and be the final administrative authority with regard to the implementation of such policies, and any other policies and procedures, written or unwritten.

Section 3. Classification

3.1. Classification Plan Established by Town Council

The Town Council establishes the classification plan for its employees. The Council may amend or temporarily suspend the plan as it deems necessary. The most recently adopted or amended plan remains in effect unless and until it is amended or suspended by the Council.

3.2. Purpose of Classification Plan

A. The Classification Plan is the official system of grouping positions based on established classification factors.

B. Classification is the entire process of assigning and reassigning employees to positions. For classification purposes, a position contains a group of assigned duties and responsibilities as outlined in the position description requiring full or part time employment of one or more persons. A position may be occupied or vacant. Classification factors include essential duties and responsibilities, knowledge, skills and abilities needed to perform the job, role within the organization and internal and external evaluation criteria.

C. The position description includes, at a minimum: position title and a general statement about the position, specific duties and responsibilities of the position, the knowledge, skills, and abilities needed to meet the requirements of such a position, and the exempt or non-exempt status of the position. For those positions which require a bond to be established, the position description shall state the absolute requirement to obtain and maintain a bond in the designated amount for employment in those positions. The Town Manager has the responsibility of assuring that position descriptions are accurate, up to date, and reflect essential functions as agreed upon after discussion with Department Directors.

D. A copy of the Classification Plan is on file in the Town Manager's Office and available for review by employees and the public during normal business hours.

3.3. Creation and Maintenance of Classification Specifications

A. Prior to the establishment of a new position or reclassification of an existing position, a position description covering the duties, responsibilities, and minimum qualifications for the position is developed and submitted to the Town Manager for review. The Town Manager examines the proposed position and determines the proper classification.

B. No person shall be appointed, promoted, demoted, transferred, or paid in any new position until the position has been first established with the position description.

C. The classification of each position shall be reviewed periodically as directed by the Town Manager or Town Council. Minimum review requirement shall be annually in conjunction with the development of the next fiscal year's budget.

D. Abolished positions shall be removed from the Classification Plan.

E. The Town Manager is responsible for maintaining an official copy of the Classification Plan, as approved or amended by the Town Council. The official copy includes a schematic list of positions and any amendments.

3.4. Definitions

Date of Employment (DOE) - The month, day, and year in which an employee began working for the Town.

Position Entry Date (PED) - The month, day, and year that an employee enters their current position or grade. This date may be the same as the date of employment or another date as a result of promotion, demotion or other action set forth in this policy.

Performance Review Date (PRD) - The performance of each employee shall be reviewed annually. Such review shall commence no later than March 1st of each year for the rating period which ends with the conclusion of the fiscal year.

3.5. Full-Time Employment

The salary for a regular full-time position is based on a minimum of 40 hours of actual work per week or 2,080 hours per year. Positions that are exempt under the Fair Labor Standards Act are expected to work as many hours as may be required for execution of the responsibilities assigned to the position without additional compensation. A full time position includes full benefits. Employees in these positions who have successfully completed their probationary period have grievance rights. (See Section 7.3 dealing with Probationary period.)

3.6. Part-Time Employment

A. A part-time position is funded for fewer than 40 hours per week, or fewer than 2,080 hours per year. Part time employees receive no benefits. The incumbent is designated as part-time in Town employment records. Part-time employment with the Town is at will and may be terminated by the Town at any time and with or without notice or cause. There are generally two categories of part-time positions: Regular part-time and seasonal or temporary part-time.

1. A regular part-time position is funded for an established number of hours each day or week throughout the year and may receive compensation on a salary or hourly wage basis. Employees in this category who have successfully completed their probationary period have grievance rights.

2. A seasonal or temporary part-time position is funded for a specified period of time, generally relating to the completion of a special project, seasonal activity, or contingency. Employment ends upon completion of the project, seasonal activity, or contingency. Employees in these positions are not subject to a probationary period and do not have grievance rights.

B. Pay rates for part-time and temporary positions with a full-time equivalent should be within the same minimum to maximum hourly range as the full-time position. The Town Manager shall set part-time pay rates for those positions with no full-time equivalent.

C. If a part time employee changes status to a regular full-time position, the employee shall be considered as a new hire at the time that employee's status is changed unless otherwise designated by the Town Manager.

3.7. Entry Rate of Pay

The starting pay for any new employee in a full-time or regular part-time position shall be determined on a case-by-case basis. Factors contributing to a higher entry rate of pay include the individual's applicable education, training, and experience or competitive recruitment conditions. The Town Manager has the authority to set the entry rate of pay for each employee hired provided that such pay is within the pay grade scale. Salaries above such pay grade scale shall require the approval of the Town Council.

3.8. In-Grade Pay Increases

The Town Manager, with the approval of the Town Council, may establish a career enhancement program wherein employees who receive professional licensing or certification credentials that are desired or required within a specified timeframe for the position will receive additional compensation. Such supplemental compensation may be in the form of a bonus or pay increase.

3.9. Pay for Performance Increases

A. Should the Town Council approve funding for a merit pay increase, employees are eligible for such pay on their performance review date. A merit pay increase is based on the rating that an employee receives on the employee's annual performance review.

B. Employees at the top of the pay grade for their position remain eligible for merit pay increases.

3.10. Personnel Actions Affecting Compensation

A. Demotion

1. A demotion occurs when an employee is placed, either voluntarily or involuntarily, in a position within a lower pay grade. An employee may request a voluntary demotion for personal reasons or to retain employment status with the Town when the employee's position has been eliminated. An employee may be demoted involuntarily for poor performance or disciplinary reasons. No demotion shall be effective until approved by the Town Manager.

2. A demotion generally results in a reduction of pay. However, a reduction in pay may not occur in certain circumstances such as when the employee's current pay is within the pay grade scale established for the position to which the employee was demoted. An employee who is demoted shall be subject to a new merit anniversary date which shall be the date the demotion was effective.

B. Promotion

1. A promotion occurs when an employee is placed in a position within a higher pay grade scale. If a promotion occurs, the employee may receive a pay increase depending on the circumstances.

2. The following factors shall determine the amount of pay increase, if any, that the employee will receive:

- a. current pay;
- b. pay grade scale for the new position, and
- c. the years of employment with the Town.

3.11. Pay Increase

All general pay increases are determined and authorized by the Town Council.

3.12. Overtime and Compensatory Time

A. The provisions of the federal Fair Labor Standards Act (FLSA), as amended, are the fundamental wage and hour policy of the Town. Any questions relating to minimum wage and overtime will be interpreted and applied consistent with the FLSA and state law.

1. Hours of Work Rules

a. Employees must adhere to scheduled hours and work overtime only with authorization. An employee must not begin work before the scheduled starting time, not work through the meal period, and not work past the scheduled ending time without prior authorization from the Department Director. If such unauthorized work occurs, the employee may be subject to discipline and/or have the work schedule adjusted later in the pay period. Such matters do not apply to exempt employees.

b. Employees are expected to work overtime and weekend hours when required by their Department Director. Overtime work assignments shall be managed in the most effective and economical manner possible.

c. Overtime must be approved in advance by the Department Director or Town Manager. When overtime hours are required due to an emergency and advance approval cannot be obtained prior to the work commencing, the Department Director or Town Manager is required to complete the overtime/compensatory time form within two (2) working days after overtime was worked and provide an explanation of the emergency that necessitated the overtime work.

d. Overtime work shall be authorized only to cover emergencies, necessary seasonal activity, inclement weather conditions, and unusual or unanticipated working conditions. Its use on a continued basis is prohibited.

e. It is the responsibility of each Department Director with the Town Manager to determine that overtime work is administered in the best interest of the Town. Department Directors shall ensure that, whenever possible, overtime assignments are distributed as equitably as practical to all employees qualified to perform the work. In addition, it is equally important for the Department Director to eliminate unnecessary overtime and minimize unanticipated overtime.

2. Overtime Compensation

a. Employees designated as non-exempt from the overtime provisions of the FLSA shall receive cash payment at time and one-half (1.5) the employee's regular rate of pay for all hours actually worked in excess of 40 hours in the workweek. Paid time off does not count as hours worked for calculating overtime hours. The workweek for purposes of overtime eligibility and compliance with FLSA shall be seven (7) consecutive days beginning at 12:01 a.m. Sunday and ending at midnight Saturday.

b. Compensatory time may be given in lieu of cash overtime payments on a time and one-half basis with the consent of the employee. The maximum compensatory time allowed to accrue shall be 40 hours; once this maximum accrual amount is reached cash compensation must be paid. Non-exempt employees with a compensatory leave balance at the time of termination will receive cash compensation for the compensatory leave balance at their current rate of pay or the average rate of pay for the past three years, whichever is greater.

3. Exempt and Non-exempt Positions. For the purposes of overtime compensation, certain positions are exempt from the overtime requirements of the FLSA. These positions have responsibilities and duties that fall within the Executive, Administrative, Professional, or Computer Professional categories under the FLSA. Certain seasonal or temporary part-time employees may be exempt. All other positions are non-exempt under the FLSA.

4. Definition of Hours Worked. Employees must actually work 40 hours during the workweek to be eligible for overtime pay or compensatory time for that workweek. For purposes of computation, hours in a paid leave status are not considered to be hours worked. Paid leave status includes, but is not limited to, annual leave, sick leave, compensatory leave, military leave, personal leave, holiday leave, and civil leave. The hours of work used in computing eligibility for overtime at time and a half (1.5) rate, are hours actually worked on the job during a workweek. Hours not worked that are associated with holidays and Town closing due to adverse weather, are not considered as hours worked for overtime computation.

5. Time of Payment

a. Overtime pay earned in a particular pay period must be paid on the payday for that pay period. If the correct amount of overtime pay cannot be determined until some time after the payday for that pay period, the overtime compensation will be paid on the next payday.

b. Payment shall not be delayed for a period longer than is reasonably necessary to compute and arrange for payment and in no event shall payment be delayed beyond the next payday after such computations can be made.

6. Special Events Compensation

a. Whenever there are occasions in which the Town of Bowling Green will sponsor or partner in sponsoring a community event that is not generally within the normal work requirements for the exempt employee's position, an employee may be eligible to receive supplemental compensation. Supplemental compensation will be permitted under the following circumstances:

1) There is a community event sponsored or co-sponsored by the Town of Bowling Green which is designated by the Town Manager as a "Designated Special Event". Such designation can only be made after consultation with Town Council;

2) The Town Manager after consultation with the Town Council has determined that the efforts of the exempt employee are critical to the success of the Designated Special Event;

3) The work performed at the Designated Special Event, although it may involve similar tasks to those performed by the exempt employee as part of his/her regular work duties, is not an activity reasonably anticipated to be part of the normal work expectations for the position (e.g. unlike working on nights and weekends when an emergency situation arises or when called upon to attend Town Council meetings);

4) The Designated Special Event occurs on either or both days of a weekend or on a designated holiday; and

5) The funds have been identified to provide for the total compensation for the exempt employee to work at the Designated Special Event.

b. If all of these conditions are met, an exempt employee of the Town of Bowling Green may receive compensation for work performed at a Designated Special Event. Such compensation may or may not be based on an hourly rate and may or may not be paid for each hour worked. The compensation will be received by the exempt employee as a lump sum payment for each Designated Special Event in an amount to be determined by the Town Manager in consultation with the Town Council and shall be paid at such time and in such manner as the Town Manager determines but in no case shall payment be made later than the payday after the next Town Council meeting following the Designated Special Event.

3.13. Other Forms of Compensation

A. On-Call

1. "On Call" Pay is compensation for those employees who are required to be available when needed to handle emergency situations, so declared by the Caroline County Director of Emergency Services, and occurring outside the standard working hours.

2. Such compensation is available only to those employees determined to be eligible by the Department Director or Town Manager. Such emergency situations that require "On-Call" availability shall be distinguished from those locally designated emergency situations that are declared by the Town Manager;

3. "On Call" time is a period when an employee is not required to remain at the work station and is free to engage in personal activities, subject only to the understanding that the personal activity will conform to the department's requirements for availability and prompt response when necessary;

4. Any department requiring "On Call" staffing shall submit to the Town Manager at the time such emergency is declared, a proposed Plan including designation of positions requiring "On Call" status, response requirements, and procedures for scheduling of "On Call" staff, and methods of compensation with a recommended action. The Town Manager shall then approve or disapprove the Plan;

5. In general, "On Call" pay shall conform to the following guidelines:

a. Specific individuals scheduled to be "On Call" should be on a rotating basis;

b. Required response periods and any other conditions applicable to "On Call" service shall be included in the Plan and shall be communicated to affected applicants and employees in writing;

c. "On Call" service requirements shall be included in the job descriptions for affected positions; and

d. In the event State or Federal laws or regulations differ from this policy, the procedures and compensation required under those laws or regulations shall be included in the Plan submitted to the Town Manager and those requirements shall govern "On Call" Pay.

B. Call Back Pay. On certain exceptional occasions or as required by law, overtime may be computed and paid at a time and one-half rate to an eligible employee even though the employee has not already worked a standard workweek as specified above. These exceptional occasions would necessitate the rendering of direct citizen services (e.g. snow removal, utility repairs, etc.) whereby services cannot wait to be administered through normal scheduling of personnel during the designated workweek. The Director of Public Works is authorized by the Town Manager to declare such an exceptional occasion and is also responsible for documenting and maintaining a record of the situation and the personnel required to meet the requirements of the situation.

C. Holiday Pay. When a non-exempt employee or an exempt employee other than the Town Manager is required by the Town Manager to work on a designated holiday, the employee shall receive up to 12 hours of compensatory leave or pay, computed at a rate of time and one-half for the hours actually worked. The type of compensation will be based on agreement between the employee and the Department Director. If compensatory time is granted, such time shall be taken off at a later date and such leave must be taken within sixty (60) days of the holiday.

3.14. Special Provisions for Certain Employees

Department Directors, the Town Manager and other administrative employees are not entitled to overtime pay, or Compensatory Leave, because the measure of their performance is the result

achieved, not the number of hours worked. Although such employees should give due recognition to the public's expectation of their availability for public service when scheduling their work period, specific hours worked are within the discretion of that employee, consistent with the satisfactory achievement of the goals of their department and the expectations of the Town Manager. Such expectation shall be specified in the position description and/or these policies.

3.15. Pay Period and Compensation

A. The Town of Bowling Green pay period occurs every two weeks, twice in a calendar month. The first pay period ends on the 15th day of the month and the second pay period ends on the last day of the month.

B. ~~Pay checks will be issued on the 1st day of each month and the 16th day of each month. Distribution of pay checks is subject to adjustment when these dates fall on weekends and holidays. In such circumstances, pay checks will be distributed the day before the weekend or holiday.~~ The date of calculation of payroll may be adjusted when work schedules require that payroll be calculated earlier than normally scheduled.

C. All other matters are administrative in nature and will be the responsibility of the Town Manager. The Town Manager will review and sign all time sheets and will be ultimately responsible for insuring that all employees of the Town are paid promptly.

D. Should the Mayor or Vice-Mayor not be available to sign checks on or before the day that pay checks are to be distributed, the Treasurer is hereby authorized to stamp the signature of the Mayor and the signature of the Treasurer, only on payroll checks.

E. The Town of Bowling Green will still offer to its employees the option of "Direct Deposit" of pay checks, but employees are hereby notified that such deposit could take up to two days after payroll is calculated to reach the employee's bank account.

Section 4. Equal Opportunity Employer

4.1. Equal Opportunity Statement

The Town of Bowling Green does not discriminate in employment or in the provision of services on the basis of race, color, national origin, religion, gender, age, marital status, pregnancy, or disability.

4.2. Equal Employment Opportunity (EEO) Policy

A. The Town of Bowling Green is an Equal Opportunity Employer and strives to provide equal employment opportunities to employees and applicants without regard to race, color, national origin, religion, gender, age, marital status, pregnancy, or disability.

B. This policy applies to all employment related activities, including but not limited to, recruiting, hiring, promotion, compensation, benefits, transfer, layoff, demotion, termination, training, and/or leave.

4.3. EEO Officer's Responsibility

A. The Town Manager shall be designated the Equal Employment Opportunity Officer responsible for performing the following duties and functions:

B. Be responsible for the overall administration of the Equal Employment Opportunity policy;

C. Ensure that all job vacancies are advertised to as diverse an audience as practical and that good faith efforts are made to recruit and consider qualified applicants and employ them without regard to race, color, national origin, religion, gender, age, marital status, pregnancy, or disability;

D. Monitor to ensure that the benefits and conditions of employment are available to all employees in a uniform and nondiscriminatory manner;

E. Provide guidance on being EEO compliant; and

F. Foster a work environment where each person is treated with dignity, fairness, and respect.

G. Town Council may appoint an alternate EEO Officer who may be consulted by employees in the event the Town Manager is not available or is not perceived to be sensitive to the needs of the employee.

4.4. Department Director's Responsibilities

A. Department Directors have an increased responsibility for their own conduct as well as for all employees who work under their supervision. Department Directors or others who are in the chain of command shall act in an exemplary manner at all times.

B. These employees shall not date or otherwise engage in intimate relationships with subordinate employees.

4.5. Equal Employment Opportunity

A. It is the policy of the Town of Bowling Green to provide equal opportunity in employment and to administer employment policies without regard to race, color, religion, gender, age, national origin, marital status, pregnancy, or disability. This policy applies to every aspect of employment practices including, but not limited to the following:

1. Recruiting, hiring, and promoting in all job classifications without regard to race, color, religion, sex, age, national origin, marital status, pregnancy, or disability, except where such a factor can be demonstrated as a bona fide occupational qualification;

2. All decisions for hiring or promotion shall be based solely upon each individual's qualifications for the position to be filled; or

3. Other personnel actions such as compensation, benefits, transfers, layoffs, training, and assignments will be administered without regard to race, color, religion, national origin, sex, age, marital status, pregnancy, or disability.

B. Harassment. Harassment or hostile work environments based on race, gender, color, national origin, religion, age, marital status, sexual orientation, pregnancy, or disability will not be tolerated. Harassment arises from the dynamics of the workplace and can be based on nuances, subtle perceptions, and implicit communications. Conduct that may rise to the level of harassment includes verbal remarks (epithets, derogatory statements, slurs, jokes), physical contact (assaults, physical interference with movement or work, touching), visual displays (displaying of printed or photographic materials, objects), and other actions that are demeaning or hostile.

C. Sexual Harassment

1. Sexual harassment is unwelcome advances, requests for favors, or other verbal or physical conduct of a sexual nature when:

a. Submission to such conduct is either explicitly or implicitly made a term of condition of employment;

b. Submission or rejection of such conduct is used as a basis for employment decisions; or

c. The conduct is severe or pervasive enough to create an intimidating, hostile, or offensive work environment.

2. Examples of sexual harassment are:

a. Physical assaults;

b. Subtle or overt pressures or direct requests for sexual favors;

c. Inappropriate displays of sexually suggestive objects or pictures; or

d. A pattern of unwelcome conduct of a sexual nature that would be offensive to a reasonable person such as unnecessary touching, abusive or demeaning language or gestures (including remarks about another's clothing, body or body movements, or sexual activities), or teasing or joking.

3. No supervisor or coworker shall explicitly or implicitly communicate that an employee's submission to or rejection of sexual advances will in any way influence any personnel decision regarding that employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other conditions of employment.

4. A non-employee who subjects an employee to harassment or discrimination in the workplace will be informed of the Town's policy and appropriate actions will be taken to protect the Town employee from future harassing conduct.

D. Accommodating Individuals with Disabilities. The Town of Bowling Green provides equal employment opportunities to qualified individuals with disabilities. Reasonable accommodations will be provided to a qualified employee or applicant with a disability when that employee or applicant requests such an accommodation. A qualified employee or applicant is one who is able to perform the essential functions of the job with or without accommodation. A request for an accommodation will be denied if the accommodation is not shown to be effective, places an undue burden on the Town, or if the employee poses a direct threat to health and safety. See Section 5 of these Policies for a more complete discussion of the procedures for accommodating person with disabilities.

E. Retaliation

1. Retaliation is illegal and contrary to the policy of the Town of Bowling Green. Employees who bring complaints of discrimination or who identify potential violations, witnesses interviewed during the investigation, and others who may have opposed discriminatory conduct, are protected from retaliatory acts.

2. If an employee believes that retaliation has occurred, the employee should make a report, preferably in writing, to the EEO Officer (Town Manager).

F. Complaints

1. An employee who believes that the Equal Employment Opportunity policy is being violated should report the conduct immediately to the EEO Officer (Town Manager). The report should be made in writing; however, a report will also be accepted by phone or in person.

2. Charges shall be promptly and thoroughly investigated and corrective actions taken if the charge is founded. If it is determined that a violation has occurred, appropriate relief for the employee(s) bringing the complaint and appropriate disciplinary action, up to and including discharge, against the person(s) who violated the policy will follow.

3. Employees who are eligible may also utilize the Town Grievance Procedure in order to resolve complaints regarding discriminatory practices.

Section 5. Accommodating Persons with Disabilities

5.1. Americans with Disabilities Act (ADA) 1990

The Town of Bowling Green prohibits employment discrimination against qualified individuals with disabilities and will provide reasonable accommodations for the known disabilities of applicants and employees. No department, agency or individual employee shall discriminate on the basis of disability against a qualified individual, whether an employee or an applicant for employment, with regard to any employment practice, condition and privilege of employment, including application, testing, hiring, assignment, performance evaluation, discipline, training, promotion, medical examination, reduction in force and recall, termination, compensation, leave or benefits.

5.2. Definitions

A. A person with a disability is an individual who:

1. Has a physical or mental impairment that substantially limits one or more major life activities;
2. Or has a record of such impairment; or
3. Is regarded as having such impairment.

B. A qualified person with a disability is an individual with a disability who:

1. Meets the skills, experience, education, or other job-related requirements of the position; and
2. With or without reasonable accommodation can perform the essential functions of the job.

C. A reasonable accommodation includes but is not limited to:

1. Making existing facilities used by employees readily accessible to and usable by persons with disabilities;
2. Job restructuring, modifying work schedules, reassignments to a vacant position; and/or
3. Acquiring or modifying equipment or devices, adjusting or modifying examinations, training materials, or policies, and providing qualified readers or interpreters.

D. An undue hardship is an action or accommodation that requires significant difficulty or expense when considered in light of factors such as the size of the Town workforce or the employing work unit, the cost of the requested accommodations, and the impact of the accommodation on the work unit's operations.

E. A direct threat is an action or accommodation that will result in a significant risk of harm to self or others and for which there is no accommodation that is reasonable that would reduce the risk of harm.

5.3. Providing Reasonable Accommodation

The Town of Bowling Green will provide reasonable accommodation, determined on a case-by-case basis, for the known physical or mental limitations of a qualified applicant or employee with a disability unless the accommodation would cause an undue hardship or may cause a direct threat.

5.4. Requests for Accommodations

A. The person with a disability shall make a request and identify all of the accommodations that are needed. Although it is preferable for the request to be made in writing, a request could be made orally. The request should be made to the Town Manager. Once a request for an accommodation is made, the employee shall be required to provide medical information regarding the disability and its limitations.

B. The Town Manager will discuss the request with the Department Director and discuss the range of accommodations that may be reasonable for the employee's disability. If it is determined that an accommodation is reasonable, the Town Manager shall be responsible for implementing the accommodations required. Upon acceptance of the accommodation, the applicant will be requested to acknowledge that the accommodation is acceptable. If it is determined that the accommodation imposes undue burden or a direct threat to safety, the employee will be informed.

5.5. Applicants for Employment

A. Job interview questions shall follow EEO guidelines and all applicable laws and focus on the candidate's abilities, not disabilities.

B. If there is a need for an accommodation in order to complete the application process, the applicant should inform the Department Director as soon as the need is known. Once a provisional offer of employment is made, the applicant may request accommodations in order to perform the essential functions of the position. The Town Manager will review the candidate's request and make the accommodation, if reasonable and there is no safety risk that will result. Upon acceptance of the accommodation, the applicant will be requested to acknowledge that the accommodation is acceptable.

5.6. Performance Expectations

Employees with disabilities are generally held to the same performance and productivity standards as non-disabled workers. However, it is recognized that in certain circumstances a modification of performance and productivity standards may be a reasonable accommodation.

5.7. Confidentiality of Information

All medical information and information regarding a person's disability will be kept confidential and no information referencing such will be kept in the employee's personnel file. To the extent that certain information regarding the disability may need to be disclosed, it will be disclosed on a need-to-know basis to assure that the accommodations are effective and continue to be reasonable.

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Section 6. Recruitment and Selection

6.1. Basic Requirements for Employment with the Town of Bowling Green

A. Those who are employed, or wish to be considered for employment, with the Town shall:

1. Possess and meet at least the minimum qualifications for the position they hold or for which they are applying;
2. Provide evidence of eligibility for lawful employment;
3. Be able to perform, physically and mentally, with or without reasonable accommodation, the essential duties of the position;
4. Not have made a false statement of any material fact on their application or during the selection process;
5. Have not been dismissed previously for disciplinary reasons from a position with the Town or allowed to resign in lieu of termination within the past three years; and
6. Not have used or attempted to have used political pressure or bribery to secure an advantage in any stage of the selection process.

6.2. Town Council Employees

The Town Council shall employ the Town Attorney who shall serve at the will and pleasure of the Council. The Town Council shall employ the Town Manager who shall serve at the will and pleasure of Town Council and do so in accordance with a contract for employment that is adopted by Town Council.

6.3. Town Manager Responsibilities

A. The Town Manager shall:

1. Hire all Town employees;
2. Approve the methods by which recruitment is conducted;
3. Review all selection methods; and
4. Review compensation of all new employees to determine that it conforms to the Town's current compensation plan.

6.4. Recruitment

A. All regular positions, full-time and part-time, shall be filled via open, competitive recruitment in accordance with guidelines established by the Town Manager. Advertisements of vacancies shall be placed in the media and posted at Town's facilities to attract a pool of applicants who meet or exceed the minimum requirements of the current vacancies. Seasonal and temporary part-time positions shall be filled through as competitive a process as the situation allows.

B. Recruitment shall be open to the general public except in instances when the Town Manager determines that internal recruitment best serves the interest of the Town.

C. At times it may become necessary for a position to be reclassified which for purposes of this policy, is not to be deemed to be considered recruitment. Reclassifications occur when the employee's job duties have changed through evolution and interdepartmental task restructuring. The reclassification may result in a new position title for the incumbent.

6.5. Internal Recruitment

The Town Manager may limit recruitment to existing employees upon determination that there are sufficient qualified applicants. "Employees Only" job announcements shall be posted throughout Town facilities. If no internal applicants with suitable qualifications apply, advertisement shall be made to the general public.

6.6. Position Description

A. Position descriptions shall state the duties, level of responsibility and required qualifications for a particular position. A pay grade shall be assigned to every position.

B. Prior to recruiting, the Town Manager in coordination with the Department Director shall review and, if necessary, update the position description. All position descriptions and updates shall be approved by the Town Manager.

6.7. Sources of Recruitment

A. The Department Director shall notify the Town Manager as soon as they have knowledge that a position will become vacant. When a vacancy occurs, the Town Manager shall make a determination as to whether the position needs to be filled and if an internal recruitment or an open recruitment process will be used.

B. All job announcements shall be coordinated between the Town Manager and the affected department to ensure the content of the advertisement conforms to Town policy and the position description.

C. Job announcements must, at a minimum, contain the position title, the department in which the vacancy exists, the nature of the work or examples of the work, minimum qualifications, the application closing date, where applications may be obtained, whether the position is exempt from overtime, and the statement "The Town of Bowling Green is an Equal Opportunity Employer".

When circumstances necessitate, the Town Manager may extend the application closing date or authorize a continuous recruitment process.

D. Every reasonable effort should be made to publicize such job vacancies so that all interested parties are informed and qualified individuals are encouraged to compete for Town employment.

E. At a minimum, recruitment announcements should be publicized by posting announcements or advertisements in the following sources:

1. In a public location convenient to employees;
2. Local newspapers;
3. The Town website; and
4. The Virginia Employment Commission.

F. Depending on the requirements of the position, the Town Manager may permit a more extensive recruitment effort e.g. advertisement in newspapers with larger circulations, trade journals, and mailings to specific outreach locations for posting.

G. The Town Manager's approval is required prior to an advertisement of vacancy being released for publication.

6.8. Applications

A. All candidates for employment shall submit a completed Town Job Application form prior to the application deadline. Resumes shall not be accepted in lieu of a completed Town Job Application form.

B. To be considered, applications shall indicate the specific position of interest and be signed and dated by the applicant.

6.9. Screening

A. All applications shall be carefully screened and evaluated by the Department Director according to the established qualifications that are required to perform the duties of the position. Those applicants whose knowledge, skills, and abilities most closely align with those required by the position shall be invited for an interview.

B. All tests and selection methods shall be approved by the Town Manager prior to being used.

C. In determining qualified applicants, the Town may use, but shall not be limited to, any one or a combination of the following selection methods:

1. Evaluation of experience;

2. Written and skills tests;
3. Performance tests;
4. Driving records;
5. Interviews;
6. Reference and background checks;
7. Post offer medical and physical agility examinations; and/or
8. Criminal Background Checks and general police information background checks.

D. An applicant who refuses to participate in any phase of the selection process shall be considered to have withdrawn from the applicant pool and shall receive no further consideration.

6.10. Interviews

A. All questions to be asked in the interview must be approved by the Town Manager to determine and verify that there are no inherent violations of Equal Employment Opportunity (EEO) and Americans with Disabilities Act (ADA) laws. The applicant most qualified and best suited for the position(s) will be offered the job.

B. If the Town Manager finds no applicant qualified and suitable for the position as a result of the prescribed process, the vacancy may be re-advertised. The Town Council's Personnel Committee may choose to interview a candidate and provide input into the decision of the Town Manager.

C. Candidates for the position of Town Manager will be interviewed by the entire Town Council. The Town Council's Personnel Committee will prepare an information packet on each candidate for review by the Town Council.

6.11. Testing

Where appropriate, the department may test specific and essential job skills that are required to fulfill the duties of the vacant position. Such tests shall be designed and the parameters for satisfactory completion shall be determined by the affected Department Director with the approval of the Town Manager. All testing shall be consistent with state and federal regulations concerning employee selection, including Title IV and the Americans with Disabilities Act (ADA).

6.12. References and Credentials

The Department Director will have all credentials and references verified before recommending an applicant to the Town Manager.

6.13. Selection and Notification of Employment Offer

A. After selecting a finalist for a vacant position, the Department Director shall provide a written recommendation to the Town Manager including justification for the recommendation and the recommended starting pay rate.

B. If approved by the Town Manager, the Department Director shall contact the applicant to make a provisional offer of employment orally. If any physical or medical (including drug and alcohol testing), testing requirements have to be met, they shall be done at that time.

C. The formal job offer shall be made in writing by the Town Manager after all testing is completed.

6.14. Criminal Records Check

A. In the interest of the public welfare and safety, applicants for employment with the Town may be subject to a pre-employment national criminal records check.

B. Upon receipt of information which indicates a prior criminal conviction, the Town Manager will consult with the Department Director to determine if there is a connection between the crime for which the applicant was convicted and the employment position being sought.

C. In cases where the conviction record is determined to be incompatible with the nature of employment, the applicant shall be removed from further consideration. The decision of the Town Manager shall be final. Criminal history records shall be kept confidential.

6.15. Medical Examinations

A. Applicants for employment with the Town may be subject to a pre-employment physical examination as determined by the Town Manager.

B. Following a provisional offer of employment, the Town Manager shall arrange a medical examination for the applicant at the Town's expense. If the medical examination results indicate that the applicant may be incapable of performing the essential duties of the position, the Department Director shall meet with the applicant to determine if any reasonable accommodations can be made that will allow the applicant to perform the essential duties of the position. In the event that no reasonable accommodation can be made, or the necessary accommodation imposes an undue hardship or a safety risk/direct threat, the provisional employment offer will be withdrawn.

6.16. Residency

Employment shall not be limited to Town residents. All employees must be available and accessible to perform the duties and responsibilities required of their jobs.

6.17. Employment of Close Relatives

A. No person shall be hired into a position in the same department where another close relative is employed. A “close relative” is defined as a spouse, child, parent, grandparent, brother, sister, half-brother or sister, or the spouse of any of these. All relationships shall include those arising from adoption. A close relative of the Town Manager or of a member of the Town Council shall not be hired by the Town. This restriction does not preclude the retention, promotion, or transfer of an employee who was employed prior to his or her close relative taking office as a member of the Town Council.

B. Relatives will not be placed in positions where they work with or have access to sensitive or confidential information regarding other close relatives, or there is an actual or apparent conflict of interest.

C. If employees become related after employment and a conflict of interest or problems with supervision, safety, security, or morale result or if reorganization creates such an employment conflict, reasonable time may be given so that alternative employment may be found. If resolution is not possible, the Town Manager may require one or both of the employees to transfer or resign.

D. Policies stated in this Section shall not adversely affect persons employed by the Town of Bowling Green on the date of adoption of these policies.

6.18. First Day of Work

Department Directors shall inform all new employees of the need to schedule an appointment to meet with the Town Manager on the first day of work to complete various employment forms and to become oriented to the benefits associated with the position.

6.19. Seasonal or Temporary Part Time Employees

A seasonal or temporary part time employee may be recruited to assist in the handling of workloads of unknown duration, seasonal employment, emergency work, or for completion of a specific task or project. These positions require less than 40 hours per week and the duration of their employment is short-term and finite. Seasonal or temporary part time employees shall not be employed without the approval of the Town Manager. If a seasonal or temporary part time employee changes status to a regular full-time position, the employee shall be considered as a new hire at the time that employee’s status is changed unless otherwise designated by the Town Manager.

6.20. Emergency Hiring

Should circumstances and conditions necessitate the hiring of personnel in an abbreviated manner, the Department Director shall make a written request for authority to hire on an emergency basis from the Town Manager. No employment commitment shall be made prior to the Town Manager’s approval.

6.21. Staffing through Temporary Agencies

From time to time, a department may have an immediate workload demand that can be met only by additional staff for a short duration. If the Department Director determines the department's need is best met by using a temporary employment agency which has available personnel that meet all requirements of the position(s) and department funds are available, all arrangements for such contract workers shall be made by that department in conjunction with the Town Manager. The duration of the contract with the temporary employment agency shall be no longer than 90 calendar days, unless a longer period is approved by the Town Manager. Contract workers are not "employees" of the Town.

6.22. Acting Assignment

A. An employee may be temporarily assigned to a vacant position, or a prescribed set of duties, other than those found in the position description under certain circumstances. These circumstances include, but are not limited to: during temporary vacancies created by the resignation of an employee, to meet emergencies occasioned by abnormal workload or organizational changes, to cover absences pending official assignment of personnel, to perform duties pending the development and classification of a new position, or for other purposes necessary to provide quality public service.

B. Acting assignments and the reasons thereof shall be made a part of the employee's personnel file. The employee's pay while on acting assignment may change if the employee is required to work in the full capacity of a higher classified position for a period equivalent to thirty (30) workdays or longer. Requests for "Acting Pay" shall be made in writing by the Department Director and forwarded to the Town Manager in advance of the employee assuming an acting assignment.

C. "Acting pay" for positions below that of the Department Director level shall be commensurate with duties assigned. Acting pay for Department Director level positions shall be determined by the Town Manager.

6.23. Transfer

A transfer is the lateral move of an employee from one position to another position with a similar level of responsibility. Transfers shall be authorized by the Town Manager upon the recommendation of the Department Director. An employee who makes a transfer will be subject to a new 6 month probationary period, which shall begin on the date the transfer becomes effective.

6.24. Promotion

A promotion is the selection of any employee for a position with a higher level of responsibility in a higher pay grade. An employee may compete with external and/or internal applicants for a promotional opportunity. Employee initiated promotions require approval of the Town Manager and the satisfactory completion of a 6-month probationary period in the position to which the employee is promoted.

6.25. Employment of Minors

A. All persons employed by the Town should be a minimum of eighteen (18) years of age. In special circumstances such as the Summer Jobs Program where it is not possible or preferable to recruit a qualified applicant who has reached their eighteenth birthday, employment of a child must be conducted in accordance with the state and federal law.

B. Prior to employing a child, under sixteen (16) years of age, the Department Director must have on file a completed Employment Certificate which shall be obtained by the child from the Superintendent of Caroline County Schools or the Superintendent of the school district in which the minor resides. The child must also provide proof of age prior to commencing work.

6.26. Political Activities

A. No employee shall be deprived of the right to vote, to express political opinions, or to join in any political organization provided, that:

1. Such participation does not interfere with job performance and is not conducted within the workplace; and

2. No employee shall be required to make a contribution of money, time or any other thing of value to any political party, candidate or other political organization.

B. Prior to accepting a public appointment to or becoming a candidate for election to a federal, state, or local public office, the employee shall:

1. Obtain an advisory opinion from the Commonwealth's Attorney stating that candidacy or acceptance of the public appointment and continued status as an employee would not constitute a violation of the State and Local Government Conflict of Interests Act, of the Code of Virginia, Section 2.2-3100 et seq. of the Code of Virginia; and

2. Obtain an advisory opinion from the employee's Department Director stating that the employee is not covered by the federal Hatch Act (e.g. the employee does not work on activities or programs receiving federal funds). If an employee is covered under the Hatch Act, the employee must obtain an advisory opinion from the U.S. Office of Special Counsel (HatchAct@osc.gov) or call 1.800. 854.2824).

C. Any employee who is elected or appointed to a public office and is unable to obtain the opinions described above shall resign their current position before assuming office. At all times during the candidacy as well as after commencing service as an elected official, the employee must adhere to all work rules including, but not limited to, hours of work and work performance standards.

Section 7. The New Employee

7.1. Orientation

A. The Town of Bowling Green recognizes the importance of a sound orientation program to ensure that new employees have a clear understanding of their duties, how to perform them and the relationship of these duties to the department and the overall operation of the Town government.

B. On the first day of work, the Department Director should make arrangements for new employees to meet the Town Manager and the staff. The new employee will be required to provide pertinent information necessary to be placed on the Town's payroll. Employees may receive a packet beforehand to process the required information in a more leisurely manner.

7.2. On-the-Job-Training

The Department Director will explain job responsibilities, duties, work schedule, working conditions and general information regarding the department's facilities, organization, and standard operating procedures and provide guidance on how the employee may meet expected performance.

7.3. Probationary Period

A. All regular full-time and regular part-time employees shall be subject to a probationary period for the 6 months immediately following their date of hire or upon a substantial voluntary change in job position. The probationary period is regarded as an integral part of the evaluation process. It is used to closely observe the employee's performance to ensure the effective adjustment of the new employee into the position.

B. Probationary employees may be terminated from employment at any time during the probationary period at the discretion of the Department Director after consultation with the Town Manager. The provisions of the Town's grievance procedures are not available to probationary employees.

7.4. Probationary Period Performance Review

The Department Director shall conduct the five month probationary review and submit the rating to the Town Manager before the end of the six month probationary period.

7.5. Satisfactory Completion of Probationary Period

If the rating on the performance review is satisfactory, the employee will move from probationary to regular status and is eligible for a 5% pay increase. An assessment reflecting less than satisfactory progress shall be sufficient grounds for immediate termination of employment.

7.6. Extension of Probationary Period

A. If an employee has not achieved satisfactory performance on the probationary performance reviews, but has demonstrated the potential to succeed, the employee's probationary employment period may be extended at the discretion of the Department Director and with the approval of the Town Manager. Such extension shall not be for a period longer than six months.

B. An employee who during the probationary period is absent for five or more consecutive workdays, will have the probationary period extended for the length of time of each such consecutive absence. For example, a seven day consecutive absence will extend the probationary period by seven days; two seven day consecutive absences will extend the probationary period by 14 days.

7.7. Substantial Change in Job Responsibility

Upon a voluntary change in position classification (including, but not limited to promotion, demotion, lateral transfer and reclassification), an employee will serve a new six month probationary period. If an employee is removed from the position for not successfully completing the probationary period, the employee may be re-employed in his or her former position if there is a vacancy in that position classification. This provision does not apply to an employee who is involuntarily placed in a different position classification.

Section 8. General Rules

8.1. Purpose

The following policies set forth general operating procedures.

8.2. Official Hours

A. The official hours for the transaction of Town business are from ~~7:00~~9:00 a.m. until 5:00 p.m., Monday through Friday. The Town Manager may establish different official hours for the departments, depending on the functions and operations involved.

B. Because of the variety of services that departments provide, an employee's work schedule may be different from the official hours. However, a full-time employee is expected to work forty (40) hours per workweek.

8.3. Holidays

A. Town offices shall be closed on officially designated state holidays. Employees who provide public safety or other essential services may be required to work on holidays.

B. The Town shall observe the following holidays:

<u>Holiday</u>	<u>Date County Offices Closed</u>
New Year's Day	January 1
Lee-Jackson Day	Friday preceding the 3rd Monday in January
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25

C. The Bowling Green Town Council also honors special holidays approved by the Governor of Virginia and/or the President of the United States. In addition to these and the holidays listed above, the Town Council may designate any other day or part of a day as an official holiday. If one of the above holidays falls on a Saturday, the preceding Friday will be observed as the designated holiday; if the holiday falls on a Sunday, the following Monday will be observed as the designated holiday. Salaried employees shall receive paid time off for a holiday. Each full day holiday shall be valued at eight hours, and a one-half day holiday shall be valued at four hours.

D. For employees who would normally work other than an eight (8) hour day on a holiday, the difference in time shall be made up by the employee after discussion with the appropriate Department Director. For Department Directors, discussion of this matter shall be held with the Town Manager. Options may include working additional hours, taking Compensatory Leave, or taking Annual Leave. The needs of the Town will be considered by the Town Manager and Department Directors in making such decisions.

E. If any holiday mentioned above falls on an employee's regularly scheduled day off, the employee shall be granted another paid day off during the month in which the holiday was celebrated, whenever possible. If this is not possible, the employee shall receive one work day of straight time pay in lieu of the paid day off.

F. If any full-time employee is required to work during any holiday mentioned above, the employee shall be granted another paid day off during the month in which the holiday was celebrated, whenever possible. If this is not possible, the employee shall be granted "holiday pay" or double the straight time rate of pay for each hour worked during the holiday rather than equivalent paid time off. Holiday pay and time worked during a holiday shall not change the requirement to actually work 40 hours during the workweek before becoming eligible for overtime pay.

G. When a holiday falls within a period of paid leave, the holiday shall not be counted as a leave day in computing the amount of leave debited. An employee who is absent without leave on the day immediately preceding or following a holiday shall not be paid for the holiday and the day absent without leave.

8.4. Service Recognition

Employees shall be recognized upon satisfactory completion of intervals of five (5) years of service as follows: five years, ten years, fifteen years, twenty years, twenty-five years, thirty years, and each subsequent five year period of service.

8.5. Retirement Recognition

Individuals who elect to retire after five (5) consecutive years of full-time Town employment shall be recognized by the Town Council. Retire means to apply for and receive retirement annuity benefits from VRS.

8.6. Closing of Town Offices Due to Severe Weather

A. Town offices may be declared closed by the Town Manager during periods of severe weather and/or when the health and safety of employees may be at risk. When weather conditions are serious enough to raise questions about driving safety or whether Town offices will be open, employees should listen to local radio stations for relevant announcements. Aside from the Town Manager's declaration of the closing of Town offices, all Town offices shall be closed when Caroline County officers declare County offices are closed for such reasons as herein explained.

B. A declaration of closure may affect the manner in which an employee is paid for that day or partial day that the offices are closed. If a re-opening date and time is not announced, it is

presumed to be 12:01 a.m. of the next calendar day following the closing and employees are expected to report to work on their regular schedule.

C. Liberal Leave. When Town offices are open during inclement weather, the Town Manager may declare a liberal leave policy to be in effect. Under the liberal leave policy, employees who are in non-essential positions (as determined by Department Directors and reported to the Town Manager) may elect not to report to work and may have their absence or late arrival charged to annual leave, compensatory leave and/or leave without pay, without having received approval in advance. The employee, upon returning to work, must submit a leave form for any time the employee was absent from work while Town offices were open.

D. Previously Approved Leave Restored. Employees who were previously approved for annual, sick, and/or compensatory leave prior to Town offices closing shall not have such time charged against their leave balances to the extent that such time coincided with the period that Town offices were closed.

8.7. Punctuality

Employees are expected to report to work on time and adhere to their scheduled work hours. The efficient and effective service to Town residents and businesses requires regular attendance and punctuality of all employees. Therefore, absenteeism, tardiness, and leaving work early will not be tolerated because such behavior is disruptive. All time away from work must be approved in advance; otherwise, it will be counted as an unexcused absence. Exempt employees are expected to work all regularly scheduled hours and additional hours if such are necessary to accomplish assigned tasks.

8.8. Flexible Work Schedules

Department Directors, for good reason, may recommend to the Town Manager flexible work schedules for all or some of the position classifications where appropriate. No flexible or alternative work schedules shall be implemented without the prior approval of the Town Manager.

8.9. Required Certifications and Licenses

The minimum qualifications for certain positions may include specific professional or technical certifications or licensing requirements. Those employed in such positions shall maintain the required certification or licensure in order to continue employment with the Town. Town Council encourages all employees to achieve certifications and higher grade licensure. Given the availability of funds, the Town will contribute to the attainment of appropriate licenses. The Town will not participate financially upon the second failure of a certification or licensure examination. Employees may be directed to take additional training that is applicable to their position as directed by the Town Manager to fulfill their required tasks. This training shall be paid for by the Town of Bowling Green. After obtaining such training or licensure, the employee will be required to provide the Town with a commitment to work for the Town a minimum of 90 days after obtaining each license.

8.10. Appearance

A. Uniformed Personnel

1. It is the responsibility of the employee to keep uniforms in a neat, clean, and orderly manner. Employees are expected to begin their work period with a uniform in proper order. The complete uniform must be worn at all times while on duty and no uniform may be altered or changed in appearance. Any employee not wearing the assigned uniform may be sent home on leave without pay to change and the time counted as an unexcused absence.

2. An employee who loses a uniform more than once will be responsible for the cost of replacing the uniform. The employee will be required to pay cash for the replacement or with the employee's consent the replacement cost will be deducted from the employee's next regular paycheck.

3. It is the employee's responsibility to make the Department Director aware of the need to replace uniforms. Uniformed employees need to wear uniforms with their names clearly noted at all times while on duty.

B. Non-Uniformed Personnel. During work hours, employees are considered to be representatives of the Town and are required to dress and groom themselves in a manner that portrays a professional image.

8.11. Use of Tobacco Products

In the interest of the health and well being of employees and the public, the use of tobacco products is not permitted in Town buildings or vehicles. The Town of Bowling Green, depending on the availability of funds in the budget, will contribute to programs to help employees quit smoking or to cease the use of other tobacco products.

8.12. Use of Town Equipment

The Town of Bowling Green provides employees with tools and office equipment intended for use while performing Town business. This equipment (including, but not limited to, copiers, facsimile machines, carpentry, lawn care tools, plumbing, earth-moving equipment, and vehicles, etc.) is not intended for an employee's personal use. Removal or unauthorized use of Town property without authorization is prohibited. Personal use of equipment by Town personnel may be permitted by the Town Manager with full compensation for the use of such equipment coming from the employee to the Town.

8.13. Computers and Other Wire, Digital, and Electronic Communication Devices

A. Each employee who is authorized to use a computer terminal, personal computer, the Internet, or other wire, digital, or electronic communication device ("communication equipment") is responsible for maintaining, preserving and securing the information received, sent and stored.

Communication equipment includes, but is not limited to, electronic mail (e-mail), facsimiles, Internet, pager, copier, radio, cell phone, computer server, and telephone.

B. All messages received, transmitted, or stored on the Town's communication equipment is subject to the monitoring of, use, and the reading of the messages.

C. Employees who engage in excessive or abusive personal use of any communication equipment will be subject to disciplinary action.

D. Telephones. Town telephones are intended for official use only while conducting Town business. Personal calls (made or received) to local phone exchanges should be as brief and infrequent as possible. No long distance telephone calls shall be made for personal business. If such a call is made under emergency circumstances, the employee will reimburse the Town for the cost of such a call and, if situations warrant, may be subject to disciplinary action.

E. Prohibited Uses. The following actions illustrate some of the prohibited uses of the communications equipment:

1. Employees are prohibited from sending messages which are harassing or discriminatory;
2. Use of abusive or obscene language in either public or private messages;
3. Using the Internet in any manner violating federal, state, or local laws or statutes including copyright laws;
4. Knowingly changing any computer file that was not generated by the user ("user" shall include any person in the chain of supervision);
5. Use of Internet for sending, viewing or retrieving pornographic materials, inappropriate text files or files dangerous to the integrity of the network;
6. Circumventing security measures;
7. Attempting to gain access to another person's resources, programs, or data, without consent;
8. Vandalizing, which is defined as any malicious attempt to harm or destroy, Town equipment or data on the network or the Internet. This includes the uploading or creating of computer viruses; or
9. While using the Internet, falsifying one's identity to others, user name, and/or allowing another person to use the employee's password.

8.14. Vehicle Use

A. Certain designated employees are authorized to utilize Town vehicles for commuting purposes ("take-home vehicles"). Take-home vehicles are intended specifically to enable employees

to respond directly from home to calls for service. Transporting passengers other than Town employees or other authorized persons in a take-home vehicle is prohibited. Take-home vehicles are not to be used for personal business with the following limited exceptions:

1. Travel to and from lunch or medical appointments (that could not be otherwise scheduled) during the work day, provided the distance traveled is reasonable; and

2. Personal errands on the way to and from work, or during the lunch break, if the errand requires only a minor deviation from the normal route traveled.

B. An employee will be taxed according to prescribed IRS rules and regulations for any compensatory benefit received from the personal use of the take-home vehicle. It is the responsibility of the employee to notify the Department Director if there has been a change in vehicle use.

8.15. Reimbursement for Expenses Incurred

A. From time to time, Town employees and officials (members of the Town Council, the Planning Commission, the Board of Zoning Appeals, etc.) incur certain expenses in connection with the performance of official Town business. Town employees and officials will be reimbursed for reasonable and appropriate expenses in the following manner.

1. Vehicle Expense

a. When a Town owned vehicle is not available and a personal vehicle must be used for official Town business, the employee/official will be reimbursed for mileage at the current rate established by the Internal Revenue Service. There will be no reimbursement for any other expenses related to the operation or maintenance of the personal vehicle, with the exception of tolls or parking fees documented by a receipt, unless otherwise approved by Town Council as part of an employment contract.

b. Mileage driven while on Town business shall be recorded on a mileage reimbursement form indicating the date, destination, purpose, and total mileage of individual trips. Mileage reports shall be approved by the appropriate Department Director or the Town Manager and processed for reimbursement.

2. Travel Expenses

a. Out of area trips, involving an overnight stay on official business must be approved in advance by the Town Manager. The preferred method of payment for lodging and travel by common carrier is to have costs paid in advance using either direct billing or credit card billing to the Town.

b. Reasonable and necessary expenses for overnight travel will be reimbursed upon the presentation of a receipt or other appropriate documentation and approval by the Town Manager. This includes the use of a personal vehicle (if necessary), airline, train, bus or other common carrier transportation, taxi or cab service, rental vehicle (pre-approved), tolls, parking fees, business telecommunications, lodging and meals (including gratuities not to exceed 15%).

Alcoholic beverages may not be charged to the Town and must be excluded from any receipt submitted.

3. Miscellaneous Business Expenses. Other reasonable and appropriate expenses (such as operating supplies, material, or equipment), necessary for the conduct of Town business may be procured if such procurement comports to the Town procurement policies. When direct billing or the use of a Town credit card is not possible and purchases must be made, a Town employee/official will be reimbursed if such purchases are evidenced by a written receipt or other appropriate documentation and approved by the Town Manager.

B. The Town Manager may develop travel guidelines for travel expenses and employees/officials are expected to adhere to these guidelines.

8.16. Solicitations

Solicitations for private businesses or individuals, civic and other non-profit organizations (outside organizations) and their fund raising events are prohibited unless approved in advance by the Town Manager. No literature or announcements of outside organizations shall be distributed or posted without the prior approval of the Town Manager.

8.17. Outside Jobs

A. An employee may have an outside job or engage in business activities provided that such supplemental employment or business activities do not impair job performance with the Town, is not done during work, and does not create a conflict of interest.

B. Prior to the acceptance of outside employment, the employee must seek approval from the Town Manager.

C. Outside employment or business activities cannot be engaged in while on sick leave. An employee may be asked to terminate outside employment or business activities if such activities interfere with Town duties or represent a conflict of interest.

8.18. Personnel Files

A. There will be only one official personnel file for each employee and such file will be maintained in the office of the Town Manager. The official personnel file may comprise several sets of documents, some of which are marked confidential (e.g. medical or immigration information); those marked confidential may only be viewed by the employee and certain designated individuals. The official personnel file may be reviewed by the employee during regular office hours; it is recommended that an appointment be made. The official personnel file may be reproduced in Town Hall at the request of the employee.

B. Persons other than the employee who will have access to the official personnel file will be designated by the Town Manager. If an employee is physically or mentally unable to review the file, the authorized representative of the employee may access the file. The Town Manager and

Treasurer have access to all payroll and timekeeping records and may access the personnel file to submit these records into that file.

C. An employee may request, in writing, that inaccurate or no longer timely information in the employee's personnel file be corrected or purged; if such request is denied, the employee may provide supplemental information or a statement no longer than 200 words.

D. Information in the personnel file will be released when subpoenaed or by Court Order.

8.19. Personal Information

Employees must notify the Town Manager of any changes in personal information, (e.g. phone and cell numbers, names of dependents, and spouse, home, and P.O. addresses, etc.). It is critical that all information be kept up to date. It is important to remember to update marital status, name of spouse, and all minor children, addresses and phone numbers. Any problems incurred by the Town's use of out-of-date information are not the responsibility of the Town.

8.20. Verification of Employment and Employment References

All requests for employment references and verification of employment or pay for current and former employees shall be referred to the Town Manager. Employees shall not supply information regarding the employment history of any former or current employee to any inquiring party.

8.21. Public Inspection of Personnel Information

The name, title, and pay of current and former employees shall be available for public inspection during business hours and in accordance with such procedures as the Town Manager may prescribe. The Government Data Collection and Discrimination and Freedom of Information Acts govern the public availability of employee records.

8.22. Destruction of Records

A. The retention and destruction of official records including the official personnel files shall be governed by the Virginia State Library in accordance with the Virginia Public Records Act and applicable federal laws.

B. Personnel files and any other records may be kept longer than the minimum required under the VPRa at the discretion of the Town Manager.

8.23. Garnishments

Should the Town be served with a writ of garnishment or attachment, a notice of levy by the Internal Revenue Service (IRS) or other taxing authority, or any other judicial order requiring payment of an employee's wages to a third party or the court, the Town will deduct the required amount from the employee's wages in an amount not to exceed that permitted by law. The Town may impose an administrative fee based on the amount of the garnishment.

8.24. Conflict of Interests

A. All employees are subject to the Virginia Conflict of Interests Act, 2.2-3100 et. seq. of the Code of Virginia. Whenever an employee or family member of the employee may directly or indirectly financially benefit from a transaction or a contract to which the employee has a personal interest, a potential conflict of interest may arise.

B. A violation of the Conflict of Interests Act is criminal. Whenever a potential conflict arises, the employee is advised to request a written opinion immediately from the Commonwealth's Attorney who is required by statute to give such an opinion. A copy of the Conflict of Interests Act is available from the Town Manager or it may be found on the Internet.

8.25. General Ethical Conduct

A. The following are general rules of ethical conduct to which employees are expected to adhere:

1. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and respectful attitude toward the public;

2. Be dedicated to the highest ideals of honor and integrity in all relationships in order to merit the respect and confidence of other employees and of the public;

3. Maintain public confidence and trust in Town government through your actions;

4. Conduct official and personal affairs in such a manner as to give the clear impression that you cannot be improperly influenced in the performance of your official duties;

5. Handle all personnel matters on the basis of merit so that fairness and impartiality govern decisions pertaining to appointments, pay adjustments, promotions, and discipline;

6. Do not solicit directly or indirectly any gift or accept or receive any gift-whether it is money, services, loans, travel, entertainment, hospitality, promise, or any other form if it has a retail value of \$35.00 or greater or if:

a. it could be reasonably inferred or expected that the gift was intended to influence you in the performance of your official duties; or

b. the gift was intended to serve as a reward for any official action on your part.

7. Do not disclose to others, or use to further your personal interest, confidential information acquired in the course of your official duties.

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Section 9. Performance

9.1. Purpose

A. Performance conferences and annual reviews inform employees how well they are performing their work and how they can improve their work performance. The review and evaluation process is intended primarily to enhance communication on performance expectations between employees and their Department Directors and the Town Manager. The performance review is for:

1. Determining the level of the employee's performance and informing the employee about this determination;
2. Identifying areas which meet or exceed expectations and those which need improvement; and
3. Identifying how the employee and his co-workers can best work together to achieve the department's work goals for the coming year.

B. Performance evaluations may be used as a factor in determining pay, promotion, demotion, transfer, termination, layoff, or training.

9.2. Performance Plans

The Performance Plan sets forth the expectations for the duties and responsibilities of the position. It describes a proficient level of performance for the duties found in the position job description as well as what new skills and abilities must be attained during the next performance year.

9.3. Evaluations

All employees, except temporary and seasonal part-time workers, shall be evaluated. Evaluation shall occur after five months of the probationary period and then annually prior to the Performance Review Date.

9.4. Supervisor's Responsibility

Performance evaluations shall be prepared by Department Directors. The Director is expected to regularly review the performance with each employee. The Town Manager will evaluate each of the Department Directors. Each employee shall be provided with a copy of the completed annual performance evaluation form signed by the Department Director; the employee is also expected to sign the evaluation. The employee's signature does not indicate agreement with the evaluation ratings, but merely acknowledges that the review has been discussed.

9.5. Employee's Responsibility

Every employee is encouraged to discuss openly with the Director the responsibilities and expectations for future performance. If an employee wishes to supplement or clarify the annual performance evaluation, the employee may submit a written statement within 10 calendar days following the annual performance conference with the Director.

9.6. Confidential Nature of the Evaluation

Copies of annual performance evaluations shall be maintained in personnel files. A performance evaluation shall be made available only to the employee, the Department Director, the Town Manager, the Town Council, and legal authorities on a need-to-know basis.

Section 10. Benefits

NOTE: Employment benefits are presented in detail to new employees during the orientation with the Town Manager. As benefits change, employees will be notified. The information contained below is only an introduction to the benefits and the requirements for obtaining such benefits. Please contact the Town Manager for complete information about current benefits. The Town Council may at any time change the eligibility and participation requirements as well as eliminate any of the following benefits.

10.1. Retirement/Disability Benefits - Virginia Retirement System

A. Retirement benefits are administered through the Virginia Retirement System (VRS).

1. Eligibility. Membership in the VRS defined benefit plan is mandatory for all full-time employees in regular positions.

2. Cost. Participation in the VRS retirement plan requires a contribution from the employer as well as the employee. ~~Presently, the Town pays both the employer's and the employee's contributions.~~ Contributions to VRS begin with the first paycheck and continue throughout employment. No contributions will be made in any ~~pay period month~~ in which an employee has been on leave without pay for 51% or more of the work days during that ~~pay period month~~; this includes employees who are on leave without pay for a Workers' Compensation injury.

3. Benefits for Disability or Retirement

a. An employee who is disabled and unable to work may be eligible for disability benefits from VRS (as well as Social Security disability benefits). To apply for disability benefits, an employee must be unable to perform his or her job because of a physical or mental disability and the disability is likely to be permanent. The terms and conditions of this coverage can be found at the VRS website, www.varetire.org.

b. The monthly amount of the annuity retirement benefit is ~~based on three factors: years of credited service, age at the time retirement benefits are received, and final or highest three years of pay.~~ calculated by VRS.

c. Employees may contact ~~the Town Manager VRS~~ for information regarding their estimated benefits. Employees planning retirement should contact the Town Manager four (4) months before their retirement date to ensure the coordination of benefits and their timely receipt.

10.2. Group Life Insurance

A. Eligibility

1. Employees in regular positions who work full-time are covered under the "Basic Group Life Insurance" program offered through VRS. A medical examination is not required.

2. In addition to the Basic Group Life Insurance, an employee may purchase additional life insurance coverage. This program is optional and may require a medical examination. Proof of good health is required.

B. Cost

1. Basic Group Life Insurance: The Town presently pays both the employer and employee's contributions for the Basic Group Life Insurance program.

2. Optional Life Insurance and other supplemental programs: The cost of optional life insurance and other supplemental benefit programs may be paid by the Town in accordance with an allocation determined annually by Town Council and a sub-allocation determined by the employee in accordance with the Town's "Cafeteria Plan".

C. Leave Without Pay Status. The Town's contribution will discontinue if the employee is on approved Leave Without Pay for 51% or more of his/her working month, unless absence is protected or granted under the Family Medical Leave Act (FMLA), and/or Worker's Compensation Act. An employee in this situation is advised to make payment to the Town for this period of absence to ensure life insurance coverage is not discontinued. Optional life insurance premiums are the responsibility of the employee. Information about such plan may be obtained from the Town Manager

D. Retirement. Coverage ends at termination of employment unless an employee elects to convert coverage to an individual whole life policy at non-group rates. Conversion coverage must be elected within 31 days of the last day in the month in which retirement occurred. Retirees may continue in the life insurance program if they meet the eligibility requirements under their plan. Such life insurance coverage is reduced over a period of time as provided by VRS. Additional life insurance through the VRS Optional Life Insurance Program may be continued at the retiree's expense.

10.3. Group Health Insurance

A. The Town currently provides health plan coverage for full-time employees in regular positions. Coverage does not begin until the first month following the initial 30 days of full time employment. Such coverage is obtained through cooperative arrangements with Caroline County. Information concerning Group Health Insurance can be obtained from the Town Manager

B. Cost

1. The Town pays the cost of coverage for the employee

2. Changes in election can be made on the occurrence of a qualifying event (within 30 days of such an event) or during the Open Enrollment period.

3. If an employee is on leave without pay status for 51% or more work days during the pay period, the full costs of the health plan coverage will be the responsibility of the employee under the provisions described in greater detail under COBRA.

C. Eligibility. All full time employees in regular positions are eligible for participation in the health plan. Employees can elect to include their spouses and dependent children under the health plan, but the Town of Bowling Green will only pay the premium for the employee. The effective date of health insurance coverage shall be the first day of the month following the initial 30 days of full-time employment. If a part-time employee converts to a regular full-time position the same 30-day waiting period applies.

D. Open Enrollment. Open enrollment is the time period designated by Caroline County for enrolling in the health plan and/or making changes in coverage and participants. Open enrollment usually occurs in the month of February each year.

E. Qualifying Event

1. After initial eligibility, changes in the health plan can only be made during Open Enrollment or when a “qualifying event” occurs. Internal Revenue Code Section 125 defines it as: 1) experienced by an employee or an employee’s eligible family members; and that 2) gives rise to the employee’s ability to change coverage levels under the plan at a time not corresponding to the Open Enrollment period. Qualifying events include but are not limited to marriage, divorce, birth or adoption of a child, death of a covered person, spouse’s or dependent’s loss of coverage or a major change to current health plan coverage.

2. Health insurance changes due to a qualifying event must be made within 31 days of the event. Supporting documentation must be provided to show proof that a qualifying event has occurred.

F. Separation from Employment. If an employee separates from employment, health insurance coverage will continue until the end of the month in which the employee terminated employment. Thereafter, continuation coverage will be under the provisions of COBRA described in Section 10.3.G below.

G. COBRA. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) allows an employee and/or spouse or dependents covered by the Town’s group health insurance plan the opportunity to maintain group coverage for the following time periods (and qualifying events): 18 months (termination of employment or reduction in work hours); 29 months (qualified beneficiary is disabled at time of termination of employment or reduction in hours); and 36 months (death of covered employee, loss of dependent child status, covered employee becomes eligible for Medicare, covered employee divorces spouse). An election of continuation coverage must be made within 60 days of the qualifying event or the date notice of election was received, whichever is sooner. The Town reserves the right to charge up to a 2% administrative fee.

10.4. Retiree Health Insurance

A. Employees applying for retirement through the Virginia Retirement System (VRS) before reaching age 65 will be considered “early retirees”. Employees (and family members of employees) with a minimum of fifteen (15) years in the VRS system will remain eligible for coverage under the Town’s group health insurance policy after the federally mandated “COBRA” period expires 18 months after separation from employment. Such employees must pay for 100% of the cost of health insurance.

B. Once the employee reaches age 65, he or she becomes eligible for Medicare coverage. If the employee wants supplemental coverage to Medicare, he or she must convert to a Medicare supplement or other plan separate from the Town's policy.

C. Early retirees who do not meet this requirement must choose an individual plan through the Town's carrier or another carrier of their choice (after the 18 month "COBRA" period). Early retirees and employees continuing coverage during the "COBRA" period are responsible for 100% of the cost. Payment of monthly premiums is due to the Town Manager on the first of every month. Non-payment of premiums will result in termination of benefits.

D. A retiree, who does not make this election within 60 days of the effective retirement date, does not have the right to re-enter the plan at a later date. If a retiree interrupts the continuous participation in the health plan, the retiree's right to coverage is forfeited.

E. A retiree may change coverage level only during Open Enrollment or if a qualifying event occurs. Upon the death of a retiree, a covered spouse and/or dependent children may continue on the Town's plan at their own expense under COBRA.

~~10.5. Employee Assistance Program~~

~~A. Counseling.— Full-time and regular part-time employees and their family members residing in the employee's household may participate in counseling and referral services designed to help them manage personal or job-related problems.~~

~~B. Confidentiality.— Counseling through the Employee Assistance Program (EAP) is confidential. Neither the employee's name nor department will be released to the Town when the employee or family member seeks counseling through the EAP voluntarily.~~

~~C. Cost.— Employees should inquire upon the commencement of counseling, the number of sessions that are provided and what the cost of these sessions might be. The Town Manager should be advised of the cost of the program. Certain policies may allow the Town to permit participation in a portion of the cost of the program for employees.~~

~~10.6.~~ 10.5. Social Security and Medicare

The Town pays the employer's share of Social Security and Medicare contributions. The employee's share is paid through mandatory payroll deductions.

~~10.7.~~ 10.6. Unemployment Insurance

Former employees may file for unemployment compensation through any Virginia Employment Commission (VEC) office. The VEC determines eligibility for benefits.

10.8.10.7. Optional Benefits

~~A. Annually, or as often as is necessary to cover actual costs, the Town will set a fixed level of benefit contributions to be given to each regular full-time employee. This level will be the actual cost of health insurance under the existing M.D.IPA plan. If the cost of the health insurance premium changes, then Council may change the per employee benefit contribution to reflect the increase or decrease in the premium. Employees who do not participate in the Town's group health insurance coverage will receive \$530 to purchase optional insurance benefits or to make contribution to the Town's sponsored deferred compensation plan.~~

B. With this fixed dollar amount ~~of benefits~~, each regular full-time employee may choose to use this benefit for ~~health insurance~~, deferred compensation (457 plan administered by PEBSCO), or other insurance such as cancer, intensive care, or disability insurance (administered by AFLAC). In the future, ~~other health insurance plans and~~ other types of insurance may be added as additional options.

C. Employees who choose to use the Town's fixed benefit contribution for other than health insurance must show proof of health insurance coverage from another source. If the employee loses this coverage from another source, he must then use the

D. Town's fixed benefit contribution to pay for health insurance and use other money from each paycheck to pay for additional benefits.

E. In addition to full-time employees using the Town's fixed contribution for health insurance, deferred compensation, or for other insurance products, all regular employees, including part-time, (seasonal employees are not eligible) may use their own money, through payroll deduction, to pay for additional benefits. The advantage to this is that the benefits are purchased without having to pay income taxes on the income used to pay for the benefits. This is known as "pre tax" benefits. While the tax liability for insurance is different from deferred compensation (some tax, such as FICA, must be paid on deferred compensation), all pre tax benefits offer some savings.

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Section 11. Leave

11.1. Annual Leave

A. Purpose. Annual leave provides paid time-off for vacation or other personal reasons. Only those employees on full-time status accrue annual leave.

B. Accrual. Annual leave is accrued on a semi-monthly basis. The amount of annual leave that an employee accrues and the total that may be accumulated is based upon the employee's length of service as follows:

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Maximum Accrual</u>
Less than 5 years days)	4-3.69 hours semi-monthly <u>bi-weekly</u>	192 hours (24
5 to 9 years days)	5-4.62 hours semi-monthly <u>bi-weekly</u>	240 hours (30
10 to 19 years days)	6-5.54 hours semi-monthly <u>bi-weekly</u>	288 hours (36
20 or more years days)	7-6.46 hours semi-monthly <u>bi-weekly</u>	336 hours (42

C. Accrual Based on Days of Paid Leave Status. The amount of annual leave that is accrued each month will be prorated based on the hours that the employee actually worked during that month (e.g. deductions will be taken for leave without pay or days not worked because the employee was hired or terminated from employment during the month).

D. Maximum Accrual Limited. On July 1 of each year, all leave accrued in excess of the maximum accrual amount will be lost. Employees are expected to schedule their annual leave throughout the year so that no leave time is lost on July 1. If the excess amount of leave is scheduled to be taken prior to June 30 and circumstances beyond the employee's control prevent the taking of scheduled leave, the Town Manager may make an exception based on extenuating circumstances beyond the employee's control and that amount of leave will be carried into the next leave year. Maximum accrual limits still apply in each leave year.

E. Notification of Leave Balance. Employees shall be notified of their annual leave balances on a form that will be distributed monthly. Employees are responsible for checking to determine whether the information reported is accurate.

F. Minimum Increment of Leave. Annual leave must be taken in increments of no less than 30 minutes.

G. Request for Annual Leave. The use of annual leave is contingent on obtaining advance approval for the time away from work. Employees are expected to request approval to use annual leave in advance of the anticipated dates to ensure staffing requirements and critical functions for the Town are covered. Every consideration will be given to an employee's desire to use annual leave. In

approving leave the Department Director is responsible for managing work schedules so that department services are not compromised.

H. Restrictions on Use

1. Annual leave may not be used in advanced of its accrual. Annual leave is accrued but may not be used until the employee has completed the initial six month probationary period. The Town Manager may, at his discretion, approve the use of accrued annual leave during the probationary period for extenuating circumstances.

2. The use of annual leave is not a right. Depending on the needs of the department a leave request may be denied for business necessity or for failure to request the leave in a timely manner. Unless the leave has been approved in advance, the absence may not be charged as Annual leave.

I. Payout for Annual Leave. Upon the termination of employment, an employee shall receive payment for the annual leave accrued as of the date of separation in an amount not to exceed the maximum accrual limit. In the event of an employee's death, the estate will receive payment for the accumulated leave balances to which the employee is entitled.

11.2. Sick Leave

A. Purpose of Leave. Sick leave provides paid time off when an illness or injury of the employee or the employee's immediate family member necessitates the employee being absent from work. Sick leave is only available to full-time employees.

B. Use of Sick Leave. Sick leave may be taken for one of the following reasons:

1. Personal Sick Leave. Personal sick leave is defined as absence for reasons of illness or injury incapacitating the employee to perform assigned duties or exposure to contagious disease such that the employee's presence on duty would jeopardize the health of fellow workers on the job.

2. Medical Appointments. Medical, dental, and other health care provider appointments, whether for the employee or the employee's immediate family member, should be scheduled outside of work hours whenever possible. When such appointments cannot be scheduled outside of or around work hours, the employee may use sick leave provided it is approved in advance by the Department Director or Town Manager. Emergency medical appointments are an exception.

3. Family Illness. An employee may use sick leave to care for an immediate family member who has a serious health condition or to transport such a family member to health care provider appointments. For purposes of sick leave, immediate family member is defined as child (son, daughter, adopted child, foster child, stepchild, legal ward, child of the employee standing in loco parentis), mother, father, sister, brother, grandfather, grandmother, husband, wife, mother-in-law, father-in-law, or any family member related by blood or marriage living in the employee's home.

5. Workers' Compensation Injuries. An employee may use sick leave for the first seven (7) calendar days that the employee is absent due to a Workers' Compensation injury or illness. If such leave is used and the employee becomes eligible to receive lost wage payments from the Workers' Compensation Commission for the first seven (7) days, the Town will request from the Commission that the amount of money paid to the employee in sick leave benefits be returned to the Town.

6. Pregnancy. Unless a medical reason prevents a pregnant employee from performing the duties of the position, sick leave cannot be used for pregnancy conditions. A medical doctor must certify that the employee cannot work because of medical reasons relating to the pregnancy, and the anticipated return to work date must be given. Sick leave shall be authorized only within the limitations set forth in the doctor's certification. Should an employee desire to be away longer than the doctor certifies, the employee may request to use annual leave.

7. Family and Medical Leave Purposes. Sick leave (or annual leave) must be used for all absences taken for Family and Medical Leave purposes including absences following the birth or placement of a child.

C. Accrual of Sick Leave. Sick leave is accrued at the end of each pay period. The amount of sick leave that an employee accrues is based upon the employee's length of service as shown below:

<u>Years of Service</u>	<u>Semi-Monthly Bi-Weekly Accrual</u>
Less than 5 years	4 <u>3.69</u> hours
5 but less than 10 years	5 <u>4.62</u> hours
10 and over	6 <u>5.54</u> hours

D. Accrual Unlimited

1. Although there is no maximum accrual amount for sick leave, the use of sick leave for a period exceeding that allowed under the Family and Medical Leave policy (12 weeks in a rolling 12 month period) may result in the loss of the employee's job.

2. The continuing employment status of such an employee will be reviewed on a case-by-case basis to determine whether the operational needs of the department require that the employee's position not remain vacant. If the Town Manager determines that the position needs to be filled, the employee will be given a notice to return to work within a reasonable time or be terminated.

E. Accrual Based on Days of Paid Status. The amount of sick leave that an employee accrues each pay period shall be prorated for the hours that the employee worked during that pay period (e.g. deductions will be taken for leave without pay or days not worked because the employee was hired or terminated from employment during the pay period).

F. Notification of Leave Balance. Sick Leave balances shall be noted on a form that is distributed monthly. Employees should check the form to determine the accuracy of the information reported.

G. Minimum Increment. Sick Leave may be taken in increments of no less than 30 minutes.

H. Sick Leave Cannot be Advanced.

1. Advance sick leave is not authorized.
2. An employee must accrue sick leave before it is used.

I. Sick Leave Request. To request the use of sick leave, an employee must complete the appropriate leave form and submit it to the Department Director for approval. Employees must notify their Department Director as soon as the need for the leave is known; unless there is an emergency situation, such notice must be given no later than one hour before scheduled work hours. Until approval is given, the absence will be counted as leave without pay.

J. Doctor's Statement

1. The Department Director may require an employee requesting sick leave to present a physician or health care provider's statement as a condition of approving the use of sick leave. Sick leave of three days or longer requires a Doctor's statement to justify the use of sick leave or the absence. When an employee is on sick leave for more than one week or has missed work due to a chronic medical condition, the leave shall be designated provisionally as Family and Medical Act as well as sick leave. The Department Director shall notify the Town Manager to determine whether the absence is for a qualifying Family and Medical Leave Act condition.

2. Before the employee returns to work from an extended absence or from treatment for a medical condition that may limit the employee's ability to perform normal job duties, the Department Director or Town Manager may require a statement from the treating health care provider confirming the employee's ability to return to normal work duties. If there are limitations placed on an employee's ability to perform the duties of the position, the Town may consider alternative assignments as a reasonable accommodation for the employee's disability.

K. Payout for Sick Leave at Separation Termination. When an employee voluntarily separates from employment, there shall be no payment for unused sick leave.

For all employees hired on or after January 1, 2014, that are members of the VRS Hybrid Retirement Plan, the Paid Time Off Plan in Addendum 1 will serve as the combined annual and sick leave plan for those employees.

11.3. Family Medical Leave Act

A. Purpose. The purpose of Family and Medical Leave (FMLA) is to provide unpaid, job protected leave to eligible employees for certain medical reasons as mandated in the Family and Medical Leave Act of 1993. All provisions of the Act must be complied with in terms of benefits and eligibility. An eligible employee is entitled to up to 12 weeks of unpaid leave during the rolling 12-month period (looking backward from the date that the leave commences).

B. Eligible Employees. An eligible employee is one who has worked for the Town for twelve (12) months and within the twelve (12) months preceding the commencement of the leave has worked at least 1,250 hours. Part-time and temporary employees who meet these requirements are eligible for FMLA leave. The Family and Medical Leave Act should be consulted to determine whether employees of the Town of Bowling Green are eligible for such leave and whether they are entitled to job restoration. Questions should be referred to the Town Manager.

11.4. Bereavement Leave

Upon the death of a member of the employee's immediate family which is defined as child (son, daughter, adopted child, foster child, stepchild, legal ward, child of the employee standing in loco parentis), mother, father, sister, brother, grandfather, grandmother, husband, wife, mother-in-law, father-in-law, or any person related by blood or marriage living in the employee's home, an employee may take up to three days of bereavement leave. Additional paid leave time may be taken. Such additional leave time may be annual, sick, or compensatory leave time as accrued amounts of such leave will permit and the needs of the employee dictate. The Town Manager must be consulted in estimating the return to work of the employee. All such leave must be taken within 30 days of the death or the funeral and shall be unpaid leave unless the employee has sufficient annual, sick, or compensatory leave available for such purpose.

11.5. Civil Leave/Jury Duty

Leave with full pay will be granted an employee for any absence necessary for serving on a jury or for attending court as a witness under subpoena in an action in which the employee is not a party. The employee may retain any compensation received for such service if the employee uses annual leave, compensatory leave, or leave without pay for the period of absence. The Town Manager shall be notified of all such occurrences.

11.6. Military Leave

A. An employee in a regular position who is called for active duty, or as a member of the reserve components, of the United States Army, Navy, Air Force, Marines Corps, and Coast Guard will have job restoration rights if:

1. Notice of the call for duty is provided to the Town Manager,
2. The employee has not previously used five years of military leave during his course of employment with the Town,
3. The employee is honorably discharged, and
4. The employee upon the conclusion of military service reports back to work within the statutorily established time periods.

B. Advance Notice Required. An employee must give the Town Manager advanced notice, either orally or in writing, of the call to military service. An employee must provide a copy of the military orders prior to departure. If an employee without justification fails to provide this notice, the employee will not be entitled to be restored to his job at the conclusion of the leave. If military orders were not provided prior to departure, in order to assure job restoration rights, an employee must provide such orders or evidence of military service.

C. Fifteen Days Paid Leave. An employee on military leave who is in a regular position will receive fifteen (15) days of paid leave per federal fiscal year; the remainder of the leave will be without pay. The period of military service will count as "years of service" for the purposes of

annual and sick leave accrual and seniority as if the employee had remained employed during the tour of duty.

D. Continuation of Health Care. When an employee is called to military service, the employee has the right under COBRA to elect to continue health plan coverage for up to 24 months or for the duration of the military leave whichever is shorter.

E. Reporting Back to Work.

1. An employee desiring to return to his position after military service must report back to work within these periods of time (travel time not included):

a. Less than 30 days of service - within 8 hours of the first regularly scheduled work day after returning home;

b. 31-180 days of service - within 14 days of completing military service; and

c. Over 181 days of service - no later than 90 days of completing military service.

2. If the employee is incapacitated, injured, or ill from an illness or injury incurred during military service, the days allotted to report to work commences at the date that the employee recovers from such incapacity or illness provided that two years have not lapsed since discharge.

F. Restoration. Upon return from military service the employee will be placed in the position he or she would have held if he or she had been continually employed. If the employee is no longer qualified to perform the duties of the former position, the employee may be placed in a position of like seniority status and pay. The Town, at its election, may fill on a temporary basis, the position vacated by the employee on military leave.

11.7. Leave Without Pay (LWOP)

A. Department Directors may approve up to 3 days per month of leave without pay for an employee when circumstances justify such an absence. For any additional absences the employee must complete the Leave Without Pay (LWOP) Request Form and submit it to the Department Director who may deny the request or recommend to the Town Manager that such leave is warranted and if given will not impede the operations of the department. All LWOP in excess of three days per month must be approved by the Town Manager. Employees who are on Family and Medical Leave are an exception and are subject to the terms of the provisions in that section.

B. An employee must have exhausted all other forms of leave (as they may be applicable) prior to making a request for LWOP.

11.8. Administrative Leave

Administrative leave is paid leave that an employee may receive the use of at the initiation of the Town Manager. Circumstances that may give rise to administrative leave include but are not limited

to: severe weather conditions, unsanitary or unsafe working conditions, death of a Town employee, and for other good cause.

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Section 12. Training and Development

12.1. Purpose

Training and development opportunities are offered to employees for the purpose of acquiring new skills and abilities and to improve their knowledge base to improve job performance. Training is offered through a variety of methods including: assessing employee training needs and developing organized training plans; developing and using internal instructors wherever possible; and encouraging employees to share training experiences.

12.2. Department Director's Responsibility

The Department Director is responsible for providing employees within their department an opportunity for meaningful training and development with the following constraints: budgeted monies available; job requirements; expected changes in services that will require additional skills and abilities; employee performance; and the recommendations of the Town Manager.

12.3. Required Certifications and Licenses

A. When a specific certification or license is required for the position and budgeted funds are available, the Town may pay or reimburse the employee for the cost of the certification or licensure fee upon successful completion of the qualifying test or exam.

B. Upon such payment or reimbursement by the Town, the employee will be required to remain an employee of the Town for a period of at least one year beyond the date the license or certification was obtained. Failure to work for this year period will bring about the forfeiture of all leave time that the employee has accrued.

C. When seeking reimbursement, the employee must present the Department Director with the awarded certificate or license and proof that the employee paid for the test or exam. A copy of the license or certificate shall be maintained in the employee's personal file.

D. The Town will reimburse the employee for the costs of not more than two (2) attempts at obtaining a license or certificate. The third attempt will be at the employee's expense.

12.4. Workshops, Seminars, and Conferences

Department Directors may authorize employees to attend workshops, seminars, conferences, or other training programs that would directly benefit the Town. The costs of attendance shall be paid by or reimbursed from the department's available funds.

12.5. Higher Education

A. The Department Director may, from time to time and subject to budgeted funds, permit the reimbursement of certain expenses incurred by employees participating in courses offered by

public institutions of higher education provided such courses are directly related to the employee's job with the Town.

B. Cost. With prior approval of the Town Manager and upon recommendation of the Department Director, an employee may be reimbursed for the basic cost of tuition for any course completed, provided such course is directly job-related and the employee works for the Town for at least one year following completion of the course.

C. Tuition Reimbursement. It is the policy of the Town to reimburse an employee for the cost of job related courses up to a maximum of three (3) courses in any fiscal year, approved by the Town Manager, under the following terms and conditions:

1. Priority will be given to employees who have not been reimbursed during the current fiscal year.

2. Courses are related to the employee's present position. The department director must be able to demonstrate that taking the course will maintain or improve the skills required for the employee's current job or meet express requirements of the department that are a condition of continued employment.

3. Funds are available in the appropriate budget line item.

4. Reimbursement is not available or is not being paid by another source.

5. Reimbursement is limited to tuition and books or to those tests for certification which are required before the employee can receive a grade in the course.

6. Reimbursement is on a course-by-course basis and is not available to employees in Leave Without Pay status. Auditing of courses does not qualify for reimbursement.

7. Reimbursement is contingent upon receiving at minimum a "C" or its equivalent, as defined by the educational institution and credit for the course.

8. Proof of grade and payment must be received by the Town Manager before reimbursement can be processed.

9. Requests must be made in writing to the Town Manager at least 30 days prior to the day class starts.

10. The employee must remain in the employment of the Town of Bowling Green for a least one (1) year after the last class that has been completed or will be required to reimburse the Town for the full amount paid. If the employee has not worked the required year after course completion, and if the Town has not been reimbursed for the costs paid by the Town, then the employee will forfeit all accrued leave hours.

11 The maximum tuition reimbursement shall not exceed three (3) courses in any one fiscal year per employee.

Section 13. Safety Policies

13.1. Purpose

A. The purpose of these Safety Policies stated herein is to provide a framework for the Town to develop a program of actions that will foster a safe place for employees to work and for the public to conduct Town business and enjoy Town-sponsored activities.

B. Every employee should work under the safest conditions possible. Accidents which injure people or damage property cause needless personal suffering, inconvenience, and expense. Every reasonable and practical effort will be made to promote accident prevention.

13.2. Responsibilities

A. All Employees. All employees shall be responsible for following the provisions set forth in this policy and other safety guidelines that will be established by the Town. All employees and the Town will follow generally accepted safety procedures that are applicable to their position, duties, and location. Acceptable State and Federal safety standards and requirements and regulations related to their jobs will also be followed. The responsibilities listed below are a minimum. Employees are encouraged to take additional actions over those listed below to reduce losses due to personal injury or vehicle accident. Safety and loss control is a responsibility that must be shared by all.

B. Department Directors.

1. Department Directors are responsible for maintaining safe working conditions within their departments.

2. All Directors shall:

a. Ensure that all employees in their department comply with appropriate policies and procedures;

b. Inform employees of any initiatives to reduce unsafe conditions;

c. Establish safety rules for their departments and provide and distribute these and other safety procedures that may be created and provide them as SOPs;

d. Provide personal protective equipment to employees, as appropriate;

e. Provide training in safety, loss prevention, and accident response.

f. Correct any unsafe conditions which may exist in the work area;

g. Review all accidents that occur within the department, provide accurate information on the appropriate forms, and make recommendations on ways to prevent a reoccurrence of a similar accident; and

h. Report all accidents and injuries on the proper Virginia Occupational Safety and Health (VOSH) or Virginia Workers' Compensation (VWC) form.

C. Employees

1. Employees are required to exercise due care in the course of their work to prevent injuries to themselves, their co-workers, and the general public. All employees shall:

2. Report all unsafe conditions to their supervisor;
3. Report all accidents immediately to their supervisor;
4. Obey all published safety rules;

5. Operate only machines and equipment on which they have been trained and are authorized by their supervisor to operate; and

~~D. Town Safety Committee.~~

~~1. There shall be created a Town Safety Committee which shall consist of Town Council's Buildings and Grounds Committee, the Town Manager and the Director of Public Works. The Town Safety Committee shall ensure that the Safety Policies incorporates those practices proved to be most effective in preventing injuries, occupational disease, vehicle accidents, and injuries to the public, and damage to equipment and materials.~~

~~2. The Town Safety Committee shall:~~

~~a. Conduct a quarterly review of Town accidents, document any trends and recommend ways to prevent similar accidents from occurring;~~

~~b. Conduct regular inspections of all Town buildings and grounds, and do so at least twice each year;~~

~~c. Set goals, objectives and strategies for the development of a Safety Program; and~~

~~d. Implement safety strategies adopted by the Committee.~~

13.3. Minimum Safety Rules

A. The importance of the safety rules cannot be emphasized enough.

B. The list below are the minimum guidelines that employees are expected to follow.

1. Report all accidents to your supervisor immediately and complete the required written reports;

2. Keep all work areas clean and orderly at all times;
3. Wear seat belts at all times when driving or as a passenger in a vehicle;
4. Wear protective headgear when working in areas where the potential of flying objects, head bumping, or electrical conduction exists;
5. Wear eye protection when working in areas where the potential of airborne debris, dust, flying particles, chips, chemicals, and injurious rays exists;
6. Wear hearing protection when working in areas where prolonged exposure to noise exceeding sound tolerance levels defined by laws exists in accordance with VOSH rules implementing the Occupational Noise Exposure Act Title 29 CFR 1910.95;
7. Wear safety shoes when working in areas where possible injury from articles that can be dropped from vehicle wheels, machines, and nail puncture exists;
8. Wear protective clothing such as gloves, long sleeves, aprons, and long pants when working in areas where wounds and abrasions could occur; and
9. Refrain from engaging in horseplay.

13.4. Violation of Safety Rules

Violation of the Town safety policies may be grounds for discipline, up to and including dismissal, depending on the severity of the violation.

13.5. Reporting Injury on the Job

All employees shall report any accident involving property or vehicle damage, injury to the public, or injury to the employee to their Department Director immediately. When injury to an employee occurs, the employee must report it on the appropriate forms provided by the Department Director no later than 48 hours after the incident.

13.6. Reporting of Other Accidents

Traffic accidents and any other accident or loss shall also be reported to the Department Director immediately. The proper forms must be completed and submitted to the Town Manager no later than 48 hours following the accident or injury.

13.7. Accident Review

The Town Manager shall review the report of investigation accomplished by the Department Director for each accident within two working days of receipt of the accident report with written recommendations on ways to prevent reoccurrence of similar incidents in the future.

13.8. Safety Meetings

Safety training meetings should be held periodically throughout the year within each Department.

13.9. Record Keeping

Each department shall maintain records of accidents and employee participation in safety training for five (5) years in compliance with federal and state requirements.

13.10. Inspections

A. The Department Directors and the Town Safety Committee shall conduct regular, periodic inspections of Town offices, facilities, and work sites. Recommendations to correct any deficiencies found during inspection shall be given to the Town Manager for action.

B. These inspections shall include but not be limited to the following areas, which shall be checked for safety program compliance and sound safety practices at least annually to ensure that:

1. Exits are well marked and accessible;
2. Presence of fire extinguishers and their last inspection date;
3. Proper storage of flammable liquids;
4. Posted, published safety rules;
5. Good housekeeping practices;
6. Equipment and vehicle maintenance records; and
7. Provide Fire Extinguisher Training for employees.

Section 14. Workers' Compensation

14.1. Workers' Compensation Coverage

The Town provides Workers' Compensation insurance coverage for all employees at no cost to the employee. Eligibility for benefits is determined in compliance with the Virginia Workers' Compensation Act (Act). The Act is administered by the Virginia Workers' Compensation Commission (VWC).

14.2. Workers' Compensation Benefit

A. Employees are entitled to receive compensation for an "injury by accident" or an "occupational disease."

B. In order to be covered, an "accident" must:

1. Occur at work or during a work-related function;
2. Be caused by a specific work activity; and
3. Happen suddenly at a specific time (injuries incurred gradually or from repetitive trauma are not covered, although certain diseases caused by repetitive trauma are covered). In order to be covered, a disease must be caused by the work and not be a disease of the back, neck, or spinal column.

14.3. Employees' Responsibility

A. An employee shall report every accident, injury, or occupational illness, regardless of severity, to the Department Director immediately, but in no case later than 48 hours. It is the employee's responsibility to also report it to the VWC. After the report is made, the employee will be asked to complete a written statement or to assist the Department Director in completing a statement on the nature and cause of the accident (including how the injury or illness occurred and the nature and extent of the injury).

B. The employee shall advise the healthcare provider that all medical expenses, including prescriptions, are to be submitted under Workers' Compensation and are not to be billed to the Town's health plan or to the employee personally. The injured or ill employee shall contact the Town Manager should any medical expenses resulting from a compensable occupational injury or illness be improperly billed or processed.

C. It is expected that the employee will keep all medical appointments, medical evaluations, physical therapy, or other related treatments resulting from occupational injury or illness and accept treatment from the attending physician.

14.4. Directors' Responsibility

A. For safety purposes and to prevent future occurrences, the Department Director shall determine the causes of all occupational injuries and illnesses and take the necessary corrective actions.

B. The Department Director is responsible for completing the "Employer's First Report of Accident" form and obtaining the employee's statement. It is recommended that the employee provide a written statement on how the illness or injury occurred and the nature and extent of the injury. If the employee is unable to do so, the Department Director should write the oral statement given by the employee and have the employee sign it or affirm the accuracy of the statement.

C. The Department Director is encouraged to maintain contact with the employee during the period of incapacity in order to obtain a report of the progress being made. Should the employee make a request for light duty, the Department Director shall consult with the Town Manager prior to implementing modified or light duty.

D. The Department Director should ensure that the payroll timekeeper properly records the leave used for Workers' Compensation absences, medical appointments, medical evaluations, physical therapy, or other related treatments associated with an occupational injury or illness appropriately on timesheets as WC/FMLA leave.

14.5. Program Administration

A. The Town Manager has the responsibility to monitor and administer the Workers' Compensation Program.

B. The Town Manager's responsibilities include:

1. Provide appropriate forms, policies and procedures to facilitate timely and accurate reporting of all occupational injury or illness;

2. Review all medical expenses and reports and submit them to the Workers' Compensation Administrator for payment. Whether or not medical expenses are compensable under the Act is determined by the Town Manager;

3. Monitoring the progress and investigation of all Workers' Compensation claims, and where necessary, provide status reports to the Department Director;

4. Train Department Directors and employees, initiate safety orientation and distribution and posting program literature and legal notices;

5. Coordinate claims specifically pertaining to lost time or intermittent leave for payroll purposes; and

6. Maintain files and reports for the occupational injuries or illnesses separate from the personal Town files.

7. Ensure all options to return the employee to work when medically released, take retirement for medical reasons, or use other options to properly address the employee's situation are discussed with the employee to prevent long term absence.

14.6. Workers' Compensation Claim Denied

If a Workers' Compensation claim is denied, an employee may forward the denial letter along with the proper forms to the Town's health plan provider. In most situations, the health plan will pay medical expenses denied.

14.7. Appeal of Claim Denial

An employee has the right to appeal the denial of the claim to the VWC. Appeal forms may be obtained from the Virginia Workers' Compensation Commission office in Richmond. For detailed information, please contact the Finance Department or the Virginia Workers' Compensation Commission, 1000 DMV Drive, Richmond, VA 23220, (877) 664-2566 (Toll Free), or at www.vwc.state.va.us.

14.8. False Claims

Any employee who falsifies an occupational injury or illness or collaborates in making a false claim of an occupational injury or illness is committing a crime. The employee will be subject to the full penalties provided by the law, as well as disciplinary action. If convicted, the employee may also be subject to civil penalties including recovery by the Town of any amount paid in compensation, medical expenses, and/or benefits.

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Section 15. Drugs and Alcohol

15.1. Purpose

A. It is the goal of the Town to establish and maintain a safe and healthy workplace for its employees, free from drug and alcohol abuse, the effects of drugs and alcohol on work performance, and to protect the safety of the public by providing the highest quality of service.

B. The use of alcohol, illegal drugs, or misuse of prescription drugs is not tolerated in the Town's workplace. Such behavior seriously affects job performance and can create a danger to others. In addition, the use of illegal drugs is not acceptable at any time or place. The policy and regulations pertaining to a drug-free workplace must be followed by all employees in the Town.

15.2. Drug-Free Workplace

A. All Town work sites shall be maintained as drug-free workplaces.

B. No employee shall unlawfully manufacture, distribute, dispense, possess, or use on or in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance, as defined in Schedule I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined by federal regulation in 21 CFR §§ 1300.11 through 1300.15.

C. "Workplace" is defined to mean any site for the performance of work by an employee, including but not limited to any Town building or premise; any Town-owned vehicle; any building or premise used by the Town for Town business; and any non-Town property during any Town-sponsored or Town-approved activity, event or function. "Workplace" also includes all Town-owned property such as, but not limited to, offices, desks, lockers, safes, file cabinets, and toolboxes.

D. As a condition of employment, each employee shall:

1. Notify the Department Director of a conviction of any criminal drug charge no later than 5 days after such conviction; and

2. Abide by the terms of this Town policy and regulations respecting a drug-free workplace.

15.3. Drug and Alcohol Testing

A. Drug and/or alcohol tests will be required in the following situations:

1. Pre-employment test after a conditional offer of employment has been given to applicants for positions that are deemed to be safety sensitive, require a CDL license, require the operation heavy equipment or carrying of firearms, or other positions that the Town Manager may identify or has identified;

2. When there is reasonable suspicion that an employee, while at work, is under the influence of, or impaired by, use of illegal drugs or alcohol;

3. On a random basis for employees in positions that are safety sensitive, require a CDL license, or who have consented to random testing; and

4. On a random basis upon the return to work and for 12 months following the return to work for employees who have tested positive on a drug or alcohol test administered under this policy and who have successfully undergone substance abuse treatment.

B. Refusal to Submit to Test. In all cases, a refusal to submit immediately to a drug or alcohol test when requested, including failure to appear for testing or a verified positive test finding of alcohol or illegal drug use will subject the employee to the full range of disciplinary action up to and including dismissal; or in the case of an applicant, the withdrawal of a conditional offer of employment.

C. General Test Procedures. The Town's drug and alcohol testing program will be administered as follows:

1. An evidential breath-testing device operated by a trained breath alcohol technician will be used to test for the presence of alcohol;

2. Urinalysis will be used for the detection of controlled substances. Each sample will be screened, and if positive, then confirmed using gas chromatography/mass spectrometry (GCIMS). The panel includes screening for amphetamines, marijuana, cocaine, opium, and phencyclidine (PCP);

3. An employee who is to be tested will be required to sign an authorization and consent form releasing the information to the Town; and

4. The cost for all drug or alcohol tests ordered will be paid by the Town.

D. Urine Testing Protocols

1. An employee subject to urine testing under this policy will be permitted to provide the urine specimen in a manner so that the employee is not observed while actually providing the specimen.

2. Should the person who administers the test have reason to believe that the employee has altered or substituted the urine specimen provided a second sample will be obtained under direct observation of a same gender collection site person.

3. When a drug test is positive, the Medical Review Officer employed by the laboratory will allow the employee to provide medical evidence that the positive test result was due to causes other than the use of illegal drugs.

4. If the Medical Review Officer determines there is no legitimate reason for the positive result, the result will then be considered a verified positive test result. The Medical Review

Officer will timely and confidentially notify the Town Manager in writing of the verified positive test result.

E. Guidelines for Reasonable Suspicion Testing

1. When there is reasonable suspicion to believe an employee has used, is impaired by, or is under the influence of drugs or alcohol, a drug and/or alcohol test will be required. The reasonable suspicion decision must be based on “specific, contemporaneous, particular observations concerning the appearance, behavior, speech, and/or body odors of the employee.” When a Department Director has reason to believe that an employee has used, is impaired by, and/or is under the influence of drugs or alcohol, the Director should ask the Town Manager to corroborate the Director’s observations.

2. The following examples, alone or in combination, may comprise reasonable suspicion. The list is intended to be illustrative, not all-inclusive:

- a. Unexplained inability to perform normal job functions;
 - b. Slurred speech;
 - c. Smell of alcohol or drugs on breath;
 - d. Any unusual lack of physical coordination or loss of equilibrium;
 - e. Unexplained hyperactivity or depression and withdrawal;
 - f. Unexplained inability to think or reason at the employee’s normal level;
- and/or
- g. Unusual or bizarre behavior.

3. When reasonable suspicion is determined, the supervisor shall contact the Town Manager to discuss the observations and to determine whether a drug or alcohol test should be administered. Should the Town Manager not be available, the test can be ordered by the Department Director. Once a test is ordered, arrangements must be made with the Town’s designated testing center. The employee will be transported to the testing site.

4. A written report of the observations leading to the reasonable suspicion test, signed by the Department Director, who made the observation, is to be done within 24 hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier. All records should immediately be sent to the Town Manager.

F. Confidentiality of Test Results. All records and information involving an employee with a positive test result shall be maintained in confidential and secured file by the Town Manager and disseminated only to authorized individuals on a confirmed “Need to Know” basis.

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Section 16. Standards of Conduct

16.1. Purpose

A. The Standards of Conduct are intended to promote the orderly, efficient, and effective operation of the Town's responsibilities.

B. All Town employees shall conform to these standards and conduct themselves in a responsible and productive manner. An employee shall not violate the public trust, discredit the Town or its employees, or hinder the effective performance of the Town's governmental or proprietary functions.

16.2. At-Will Employment

A. The standards are guides for acceptable conduct and do not negate the employment at-will relationship. An individual's employment with the Town is entered into voluntarily and the employee may resign at any time and for any or no stated reason.

B. Similarly, the Town may end the employment relationship at any time and for any or no stated reason. Such termination of employment must comply with Section 18 of these Policies.

16.3. Director's Responsibility

Department Directors shall be responsible for administering disciplinary measures consistent with the procedures set forth in this section. If the appropriateness of specific conduct or discipline is in question, the Department Director should consult with the Town Manager to determine the proper disciplinary action. Written notification of the disciplinary measure shall be delivered to the employee as prescribed herein and a copy forwarded to the Town Manager for placement in the employee's personal Town file.

16.4. Disciplinary Measures

A. Department Directors are to apply disciplinary measures fairly and consistently. Disciplinary measures of less severity than discharge shall generally be taken to correct inappropriate conduct; however, under certain circumstances, discharge may be appropriate for first incidents of misconduct.

B. Communication. The most effective means of discipline is effective and regular communication between the Director and the employee about the expected performance and behaviors. On-going feedback tends to foster greater teamwork and productivity; it also results in performance issues being identified and corrected early.

C. Corrective Measures

1. Any corrective measure shall take into consideration the mitigating or aggravating circumstances surrounding the misconduct, the employee's history, and the impact of the misconduct

on the effective operation of the Town. Progressive discipline is encouraged but not required. A verbal reprimand or warning is usually the first step. Should the conduct repeat itself, a written reprimand should follow. Depending upon the conduct and the circumstances in which it occurred, termination may be an appropriate consequence for the first incident. In lieu of termination, less severe action such as a suspension without pay or a demotion may be an alternative.

2. Before an employee is suspended or dismissed, the Department Director should meet with the employee to discuss the misconduct and to find out if there are any mitigating circumstances. The employee shall be provided an opportunity to respond.

D. Types of Disciplinary Actions

1. Verbal Warning. An informal verbal communication from a Director or the Town Manager to an employee explaining exactly what conduct is unacceptable and how similar conduct shall be avoided in the future.

2. Written Reprimand. The formal written communication to an employee for the purpose of addressing the unacceptable conduct.

3. Suspension. A separation from employment without pay for the purpose of reprimanding an employee for unacceptable conduct. An employee who is suspended without pay shall not accumulate sick or annual leave during the pay periods in which the suspension occurred.

4. Disciplinary Demotion. A disciplinary demotion is the assignment of an employee to a lower-classified position for inappropriate conduct. Demotion may not be used as a disciplinary measure if the employee does not qualify for the position in the lower pay grade, or if the demotion would displace another employee. A disciplinary demotion shall be accompanied by a reduction in pay grade and pay.

5. Dismissal. A termination of employment for unacceptable conduct. An employee who is dismissed forfeits all payment for any accumulated annual and sick leave.

E. Notification of Suspension, Demotion, or Dismissal. The written notification concerning an employee's suspension, demotion, or dismissal, shall be delivered in person to the employee while the employee is at work or sent by certified mail to the employee's last known address.

F. Authority to Issue Disciplinary Action

1. The types of disciplinary actions and the level of authority to administer the actions are listed below.

<u>Type of Action</u>	<u>Authority to Approve</u>
Verbal Warning	Department Director
Written Warning	Department Director
Suspension	Town Manager
Demotion	Town Manager
Dismissal	Town Manager

2. Whenever the Department Director is absent or not available disciplinary measures may be taken by the Town Manager during the period of absence.

G. Criminal Charges

1. If charged with a felony or other criminal offense, an employee shall report such criminal charge to the Department Director within one (1) workday of receipt of notice of the charge. The Department Director shall contact the Town Manager who shall have the matter investigated.

2. If the criminal offense is of such nature that the employee's continued performance of Town duties poses an immediate threat to co-workers or impairs the effective performance of the employee's duties, the Town Manager may indefinitely suspend or terminate the employee.

3. The conviction of a felony offense is immediate grounds for termination. The conviction of lesser crimes may be grounds for termination.

16.5. Types of Misconduct

A. Types of misconduct are provided to assist Department Directors in administering discipline in a fair and consistent manner and to inform employees of the more frequently encountered misconduct.

B. The following examples of misconduct are neither all-inclusive nor in order of severity.

1. Rudeness, offensive, hostile, obscene language used while at work or while engaged in Town business;

2. Careless or negligent maintenance, handling, or use of Town property;

3. Excessive absences, tardiness, or abuse of time while at work, including excessive personal telephone calls or personal visits;

4. Unjustified absence from the workstation or department without notice and/or appropriate permission;

5. Stopping work before the specified end of a working day or starting work after the specified beginning of the work day without prior approval;

6. Horseplay, pranks, or non-work related activity in the workplace;

7. Posting or removal of notices, signs, or other writing in any form on any Town bulletin boards without permission;

8. Unauthorized solicitation of employees or others in the workplace or on Town property;

9. Unauthorized distribution of literature or any other material in the workplace or on Town property;
10. Conviction of a moving violation while operating a Town vehicle or item of equipment which is operated on a public road;
11. Refusal to follow a supervisor's instructions or perform assigned work;
12. Violation of safety rules;
13. Sleeping on the job;
14. Reporting to work under the influence of alcohol or unlawful controlled substances;
15. Failure to report to work without proper notice to and approval from your supervisor;
16. Unauthorized use of Town vehicles or equipment or unauthorized removal of such from Town property;
17. Use of sick leave for any purposes other than as outlined in this Manual;
18. Threatening or otherwise interfering with the work of fellow employees or supervisors;
19. Acceptance of gifts or gratuities from any person, company, corporation, or any other act that constitutes a conflict of interest under the State and Local Government Conflict of Interest Act;
20. Failure to report known work-related illegal activity of any employee;
21. Unauthorized non-Town employment or activity, which interferes with the performance of an employee's assigned duties and responsibilities;
22. Unlawful use of alcohol, use of illegal drugs, or unlawful possession of controlled substances on Town property;
23. Discrimination or harassment of a protected class, whether an employee or a member of the general public;
24. Falsification of Town records, including, but not limited to vouchers, time records, leave records, insurance claims, or the application for employment;
25. Two or more garnishments involving more than one creditor during any 12-month period;
26. Theft or unauthorized removal or use of Town property or employee property;

27. Unauthorized possession of firearms or other weapons in the workplace or on Town property or vehicles;
28. Participation in any kind of work slowdown, sit down, or similar concerted interference with Town operations;
29. Unauthorized use of Town documents, records, or confidential information;
30. Dishonesty, lying, stealing, or cheating, including lying on one's Town employment application;
31. Failure to report being charged with a felony or other criminal offense within one workday of notification of the offense;
32. Unauthorized access or use of Town documents, records, or confidential information that does not fall into the category of public information and for which specified steps are not followed;
33. Any criminal conviction for an act occurring in the workplace or outside of the workplace which is related to job performance, or is of such a nature that to continue the employee in the assigned position could constitute negligence on the part of the Town in regard to the Town's duties to the public or other employees, or which adversely affects the reputation of the Town, or is conduct unbecoming of an employee;
34. Any other conduct having adverse effect on the employee's work responsibility in the conduct of Town business;
35. Boisterous or disruptive activity, fighting, or threatening violence in the workplace;
36. Unauthorized use of telephones, mail system, credit cards, computer systems including peripheral equipment, or other Town-owned property;
37. Violation of Town rules, policies, ordinances, procedures, or applicable federal/state regulations; and
38. Improper use of authority or position.

16.6. Other Reasons for Dismissal

Dismissals may be warranted in other circumstances where the employee does not meet the conditions of employment for the position, such as unsatisfactory job performance, failure to maintain valid licenses or other qualifications necessary to perform the job, or inability to perform the work required.

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Section 17. Grievance Procedure

17.1. Purpose

The purpose of the grievance procedure is to afford an immediate and impartial method for the resolution of disputes which may arise in the workplace.

17.2. Coverage of Personnel

A. Eligible Personnel. Employees who have completed the probationary period and are in regular full-time and regular part-time positions may utilize the grievance procedure.

B. Ineligible Personnel. The following classes of employees are not eligible to utilize the grievance procedure:

1. Seasonal, Temporary, or Limited term positions
2. Contract employees
3. Appointees of elected officials or elected groups.

4. Law enforcement officers who have elected to proceed pursuant to the procedural rights afforded in 9.1-500 et seq. of the Code of Virginia.

17.3. Definition of Grievance

A. A grievance is a complaint or dispute by an employee relating to his or her employment, including, but not limited to:

1. Disciplinary actions, including dismissals, demotions and suspensions, provided that such dismissals result from formal discipline or unsatisfactory job performance;

2. The application of personnel policies, procedure, rules and regulations including the application of policies set forth in ordinances and statutes;

3. Retaliation as a result of using this Procedure or participating in the formal grievance of another Town employee under this Procedure, or complying with the laws of the United States or the Commonwealth of Virginia as well as reporting any violation of such laws to a governmental authority, or seeking any change in law before the United States Congress or the Virginia General Assembly; and

4. Discrimination on the basis of race, color, religion, age, disability, national origin, gender, marital status, and/or political affiliation.

17.4. Complaints That Shall Not Be Grieved

A. The Town Council reserves the exclusive right to manage the affairs and operations of the Town government. Therefore, the following complaints cannot be grieved:

1. Establishment and revision of wages and salaries, including position classification and performance evaluations and/or concomitant pay increases, or general benefits;
2. Work activity accepted by the employee as a condition of employment or which may reasonably be expected to be a part of the job content;
3. The contents of adopted ordinances, adopted statutes, adopted personnel policies, or established procedures, rules and regulations;
4. Failure to promote, except where the employee can show that adopted personnel policies or established procedures were not followed or fairly applied;
5. The methods, means and personnel by which work activities are to be carried out, some examples are:
 - a. The provision of equipment, tools, and facilities necessary to accomplish tasks except where condition or unavailability creates an unsafe or hazardous situation;
 - b. The scheduling and distribution of manpower/personnel resources; and
 - c. Training and career development
6. Termination, layoff, demotion or suspension from duties because of lack of work, reduction in workforce, or job elimination except where such action affects an employee who has been reinstated within the previous six months as a result of the final determination of a grievance. (In any grievance brought under the exception, the action shall be upheld upon a showing by the Town that there was a valid business reason for the action and the employee was notified of such reason in writing prior to the effective date of action.)
7. The hiring, promotion, transfer, assignment, and retention of employees within the Town service; and the relief of employees from duties, or action necessary to carry out such duties, during declared emergencies by the Town, County, State or Federal Government.

17.5. Town Manager's Responsibilities

A. The Town Manager shall:

1. Open a file and assign a number to each written grievance;
2. Ensure that all parties are aware of the process;
3. Monitor procedures and adherence to time frames;

4. Notify either party of noncompliance;
5. Maintain appropriate documentation, and
6. Perform all other responsibilities as specified in the Grievance Procedure.

17.6. Procedure for and Conduct of Grievance Meetings

A. Time Limits. For purposes of this Procedure, the term “days” shall be defined as calendar days and time periods shall commence on the day following the day on which triggering action was taken and run without regard to weekends or holidays. If a time period ends on a weekend or holiday, the last day of the time period shall be the end of the first business day following the weekend or holiday.

B. Mutually Agreed Extension. Time limits established under this Procedure are intended to be strictly followed and enforced. However, in the interest of fairness, a time limit may be extended if both parties agree to such extension in writing.

C. Forms. All stages of the Grievance Procedure beyond the First Step shall be put in writing on forms available from the Town Manager.

D. Employee Expectations. When an employee submits the grievance in writing on the appropriate form, he or she shall specify the specific relief expected by using the Grievance Procedure. The grievant shall be entitled only to the relief specifically requested if the grievant prevails.

E. Hearings During Business Hours. Insofar as practical, all grievance meetings shall be held during normal Town working hours.

F. Witnesses. The grievant and Town Manager may call witnesses at any step of the Grievance Procedure. All witnesses, including the grievant, if the grievant should testify, shall be subject to examination and cross-examination. Witnesses shall be present only while providing testimony.

1. Lost Wages. Town employees who are necessary participants at grievance hearings shall not lose pay for time lost from their jobs and will not be charged leave because of attendance at such hearings.

2. Representatives. At the Step Three meeting, the grievant, at his option, may have a representative of his choice present. If the grievant is represented by legal counsel, the Town has the option of being represented by legal counsel. A person shall not serve as both a representative and a witness.

G. Record. The use of recording devices or a court reporter is not permitted at the Step One, Two, and Three meetings.

H. Appeal. When a grievant has obtained partial relief at one level of the Grievance Procedure and decides to pursue to the next higher level, the appeal shall be on the original

grievance and the relief requested. An appeal constitutes a rejection of the partial relief that was offered at the previous level.

I. Rules of Evidence. Hearings are not intended to be conducted like court proceedings and the rules of evidence do not necessarily apply.

J. Presentation and Examination. Except in cases involving disciplinary action, the grievant shall present his evidence first. All witnesses, including the grievant, shall be subject to examination and cross-examination.

17.7. Grievability

A. To Determine Grievability

1. Decisions regarding grievability (whether the grievance falls within the definition of a grievance), including the question of access to the Grievance Procedure, shall be made by the Town Manager pursuant to procedures set forth below. Decisions shall be made at the written request of the grievant or the Department Director within 10 days of such request. A copy of the ruling shall be sent to the grievant and to the grievant's Department Director. The issue of grievability may be raised at any time prior to the Step Four grievance panel hearing. Once raised, the issue of grievability and/or access shall be resolved before further processing for the grievance.

2. A request that grievability be determined shall freeze the time limits under this Procedure. Time limits shall begin to run again the day after the decision on grievability made by the Town Manager or the Circuit Court is received by the grievant.

B. To Appeal Grievability Decision

1. Decisions by the Town Manager that an issue is not grievable may be appealed by the grievant to the Circuit Court of Caroline County. Proceedings for the review of the decision of the Town Manager shall be instituted by filing a notice of appeal with the Town Manager within 10 calendar days after the date of the decision by giving a copy of such notice to the Department Director.

2. Within 10 calendar days after receiving the notice of appeal, the Town Manager shall transmit to the Clerk of Circuit Court of Caroline County a copy of his decision, a copy of the notice of appeal, and any exhibits, which may have been provided in connection with the resolution of the issue of grievability. A list of the evidence furnished to the court shall also be furnished to the grievant. The failure of the Town Manager to transmit the record within the time allowed shall not prejudice the rights of the grievant. If the Town Manager fails to transmit the record within the time allowed, the Circuit Court, on motion of the grievant, may issue a Writ of Certiorari requiring the Town Manager to transmit the record on or before a certain date.

3. Within 30 calendar days of receipt of the record by the Clerk of Court, the Court, sitting without a jury, shall hear the appeal on the record transmitted to the Court and such additional evidence as may be necessary to resolve any controversy as to the correctness of the record. The Court may receive such other evidence as the ends of justice may require. The Court may affirm, reverse, or modify the decision of the Town Manager. The decision of the Court is final and is not

appealable. All matters, from the institution of a request that the Town Manager determines grievability through notation of appeal of an adverse decision by the Town Manager, shall be recorded on forms provided by the Town Manager.

C. If Determined Non-Grievable. The determination that is a complaint is non-grievable or that the employee does have access to the grievance procedure, by either the Town Manager or the Circuit Court of Caroline County shall not be construed to restrict an employee's right to seek, or management's right to provide, customary administrative review of complaints outside the scope of the Grievance Procedure.

17.8. Consolidation of Grievances

If more than one grievance is filed arising from the same factual circumstances, the Town Manager may, at any time prior to the grievance panel hearing, consolidate those grievances for joint processing. If the grievances are consolidated, all time limits set forth in this Grievance Procedure shall thereafter be calculated from the date of the consolidation. Once consolidated, the grievances shall be processed as a single matter.

17.9. Step One: Employee Actions

A. Employee. An employee who believes he or she has a grievance and wishes to utilize this Grievance Procedure shall discuss the grievance informally with his or her immediate supervisor within 20 calendar days of the occurrence of the incident giving rise to the grievance or within 20 calendar days following the time when the employee reasonably should have gained knowledge of its occurrence. At this time, the grievance need not be submitted or resolved in writing. Within 5 days of such discussion, the immediate supervisor shall respond to the employee with respect to the particular grievance.

B. Mutual Agreement. The employee and the immediate supervisor may arrive at a mutually satisfactory resolution during their discussion. Either party may contact the Town Manager for consultation in doing so.

C. Complaints regarding Discrimination or Retaliation. If the grievance alleges discrimination or retaliation by the immediate supervisor the grievant is not required to present the grievance to or meet with the person who allegedly took the discriminatory or retaliatory actions.

17.10. Step Two: Department Director Level

A. Notify Department Director. If the grievant is not satisfied with and does not accept the Step One response, and the grievant wishes to advance to Step Two of the Grievance Procedure, the grievant must file a completed Grievance Form, (available from the Town Manager) identifying specifically and in detail the nature of the grievance and the relief desired. The grievant must present the Grievance Form to the Department Director within 10 calendar days of the immediate supervisor's reply to Step One.

B. Director Meets with Grievant. Within 10 calendar days of the receipt of the grievance, the Department Director shall hold a meeting with the grievant to review the grievance. The meeting

may be adjourned to another time and place by agreement of both parties. The grievant and Department Director may discover and agree on a mutually satisfactory resolution. A written reply to the grievance shall be provided by the Director to the grievant within 10 calendar days after meeting.

C. Director is the Immediate Supervisor. If the grievant's immediate supervisor is also the Department Director, the grievant shall pass by the second Step of this Procedure and proceed immediately to Step Three.

17.11. Step Three: Town Manager Level

A. Notify Personnel. If the grievant is not satisfied with the Step Two written response, or the grievant's immediate supervisor is his or her Department Director, the grievant may advance to Step Three of the Grievance Procedure. The grievant shall notify the Town Manager by indicating on the Grievance Form, a request for a meeting with the Town Manager. The request shall be submitted to the Town Manager within 10 calendar days of receipt of the Step One or Step Two response, whichever applies.

B. Town Manager. Within 10 calendar days of receipt of the Grievance Form, the Town Manager shall schedule and hold a meeting with the grievant to review the grievance. The meeting may be adjourned to another time or place by agreement of the parties. A written reply to the grievance shall be provided to the grievant by the Town Manager within 10 calendar days after the meeting.

17.12. Step Four Procedure: The Grievance Panel

A. Notify Town Manager. If the grievant is not satisfied with the Step Three written response and wishes to advance to Step Four of the Grievance Procedure, the grievant shall notify the Town Manager indicating on Grievance Form the request for a grievance panel hearing. The request shall be submitted to the Town Manager within 10 calendar days of receipt of the Third Step response.

B. Panel Arrangements. An impartial grievance panel shall be constituted for hearing the grievance.

C. Composition of the Grievance Panel.

1. The Grievance Panel shall be composed of 3 members who shall be chosen in the following manner:

a. One member shall be appointed by the Town Manager

b. One member shall One member shall be appointed by the grievant;

c. The third member shall be chosen by the members appointed by the Town and the grievant. If unable to agree on a third member, the chief judge of the Circuit Court of Caroline County shall select the third Panel member; and

2. In cases of termination of Town employees or grievances including a charge of retaliation, at the option of the Town Manager or designee, the Town may use an administrative hearing officer as the third panel member. In that event, the hearing officer shall be appointed by the Executive Secretary of the Supreme Court from the list of administrative hearing officers maintained by the Executive Secretary pursuant to Virginia Code 9-6.14:14.1. The appointment shall be made from the appropriate geographical area on a rotating basis. The Town shall pay the cost of the hearing officer's services.

3. Prohibited From Serving on Grievance Panel. The Grievance Panel shall not be composed of any persons having direct involvement with the grievance being heard by the Panel, or with the complaint or dispute giving rise to the grievance. Managers who are in a direct line of supervision of a grievant, persons residing in the same household as the grievant and the following relatives of a participant in the grievance process or a participant's spouse are prohibited from serving as Grievance Panel members; spouse, parent, child, descendants of a child, sibling, niece, nephew, and first cousin. No attorney having direct involvement with the subject matter of the grievance, nor a partner, associate, employee or co-employee of the attorney shall serve as a Grievance Panel member.

4. Grievance Panel Selection Timeframe. Both the grievant and Town Manager shall make their appointments to the Grievance Panel within 10 calendar days after the request for a panel hearing is received. The two members shall select the third member within 10 calendar days, and shall notify the Town Manager and the grievant of their decision.

5. Chairperson of Grievance Panel. The third Grievance Panel member shall chair the hearing. After consulting with the Town Manager and the grievant, the Chairperson shall set the time for the hearing. Notice shall be given to the grievant and the Town Manager. The hearing shall be held as soon as possible, allowing sufficient time for access to records as specified below.

D. Conduct of Grievance Panel Hearing. The Grievance Panel shall conduct the hearing as follows:

1. Attendance. At the request of either party the hearing shall be private and limited to the grievant, the Grievance Panel members, legal counsel or other representative of the grievant and the Town, witnesses as they are called to testify, and official recorders. However, the panel reserves the right to determine the propriety of attendance at the hearing of persons not having a direct interest in the hearing.

2. Grievance Panel's Deliberations. The panel shall consider any grievance de novo without regard to any proposed disposition at an earlier stage in the Grievance Procedure.

3. The Grievance Panel may at any time ask parties or their representatives for statements clarifying the issues involved in the grievance.

4. Exhibits, when offered by the grievant or the Town, may be received as evidence by the Grievance Panel, and when so received shall be marked and made a part of the record. Prior to the hearing, the parties shall exchange exhibits and a list of potential witnesses.

5. The parties may offer evidence and cross examine witnesses and shall produce such additional evidence as the Grievance Panel may deem necessary to an understanding and determination of the dispute. The formal rules of evidence do not apply. The

6. Grievance Panel shall be the judge of relevancy and materiality of any evidence offered. All the evidence shall be taken in the presence of the Grievance Panel and the parties. The grievant shall proceed first in all matters other than discipline, and shall bear the ultimate burden of persuasion. At the conclusion of the grievant's evidence, the Town shall have the opportunity to present its evidence. All parties shall be afforded a full and equal opportunity for the presentation of their evidence.

7. At the conclusion of the presentation of the evidence, the Chairperson shall specifically inquire of all parties whether they have any further proof to offer or witnesses to be heard. Upon receiving a negative response, the Chairperson shall permit the parties to summarize their cases and shall then declare the hearing closed.

8. The hearing may be reopened by the Panel on its own motion or upon application of a party for good cause shown at any time before a final decision is made.

9. Upon the request of the Grievance Panel, by the Town Manager, or the grievant, the Town Manager shall ensure that a verbatim record of the hearing is made and retained in his custody for 12 months or until the grievance proceedings are completed, whichever is longer. The record may be a taped recording. The grievant shall be entitled to a copy of such record upon payment of a reasonable fee, including costs of providing verbatim record.

10. Costs of Panel.

a. The grievant shall bear the reasonable costs and expenses, if any, of his Grievance Panel member.

b. The Town shall bear the reasonable costs and expenses, if any, of its panel member and those of the third party member unless the grievant objects.

c. Compensation. No person shall receive any compensation, whether monetary or otherwise, for his or her time in serving as a member of a Grievance Panel. Notwithstanding this prohibition, a Town employee serving as a member of the Grievance Panel may receive his or her usual Town pay for the period he or she serves on such Grievance Panel.

11. Information about Grievance. The Town shall provide the panel with copies of the grievance record prior to the hearing and shall provide the grievant with a list of documents furnished to the Grievance Panel.

12. At least 10 calendar days prior to the scheduled Grievance Panel hearing, the grievant and the Town shall exchange all documents to be introduced at the Grievance Panel hearing. A potential witness list must also be produced and shared. The parties have the right to supplement the list of potential witnesses and documents until 3 days prior to the hearing or at a later date if the Chairperson so allows.

13. Representation. Both the grievant and the Town may be represented by legal counsel or other representative at the panel hearing. Such representatives may examine, cross-examine, question, and present evidence on behalf of the grievant or the Town before the Panel without being in violation of the provisions of the Virginia Code Section 54.1-3904. A person shall not serve as both a representative and a witness for the grievant.

14. Other Panel Procedures. In all matters not otherwise covered by this Section, the Grievance Panel shall determine the procedures to be followed.

17.13. Decision of the Grievance Panel

A. General. The decision of the Grievance Panel shall be in writing and mailed by the Chairperson to the Town Manager and the grievant not later than 15 days after the completion of the hearing. The decision shall summarize the grievance and the evidence, shall make specific findings of fact, and shall state in full reasons for the decision, and the remedy to be granted. Decisions shall be by majority vote of the entire Grievance Panel. The decision of the Grievance Panel shall be final and binding if it is consistent with law and written policy.

B. In Favor of Grievant

1. If the Grievance Panel finds, based on the greater weight of the evidence, that the grievant has been denied a benefit or wrongly disciplined, it shall have the authority to reverse, reduce, or otherwise modify such action and, where appropriate, to order the reinstatement of such employee to his former position with back pay. Provided, however:

2. Back pay shall not exceed pay for time actually lost due to such suspension or dismissal, in an amount the Grievance Panel determines to be equitable.

3. Any award of back pay shall be offset by interim earnings the grievant earned during the period of separation.

4. Restoration of annual and sick leave shall not exceed leave actually lost due to such suspension or dismissal, in an amount the Grievance Panel determines to be equitable.

C. The Grievance Panel's Authority. The Grievance Panel shall not have the authority to do any of the following:

1. Formulate policies or procedures;

2. Alter existing policies or procedures;

3. Circumscribe or modify the rights of the Town as outlined in this Procedure;

4. Exonerate an employee from all discipline when the employee admits guilt or when the employee's guilt is proven by the greater weight of the evidence presented to the panel; and/or

5. Grant relief greater than that which the grievant has requested on the Grievance Form.

17.14. Implementation of Remedy

A. Grievance Panel Decision. The Grievance Panel Decision must be consistent with the law and existing Policy, adopted or established. If the decision of the Grievance Panel is inconsistent with any law or applicable policy, either party may request the Grievance Panel to reconsider its decision.

B. Remedy. The Town Manager shall implement the relief granted by the Grievance Panel, provided that such decision is consistent with law and existing written policies. If the Town Manager finds the Grievance Panel's decision is not consistent, he shall not implement the decision of the Grievance Panel.

C. Implementation. The grievant or Town Manager may petition the Circuit Court of Caroline County for an order to implement the decision of the Grievance Panel.

17.15. Compliance

A. Notification. After the initial filing of a written grievance, failure of either part to comply with all substantial procedural requirements of the Grievance Procedure, including the Grievance Panel Hearing, without just cause shall result in a decision in favor of the other party on any grievable issue, provided the party not in compliance fails to correct the noncompliance within 5 calendar days of receipt of written notification by the other party of the compliance violation. Such written notification by the grievant shall be made to the Town Manager.

B. Extensions. The Town Manager may require a written explanation of the basis for just cause extensions or exceptions. The Town Manager shall determine compliance issues. Compliance determinations made by the Town Manager shall be subject to judicial review, which shall be initiated by the grievant by filing a petition with the Circuit Court within 30 calendar days of the compliance determination.

17.16. Assistance with Grievance Procedure

Assistance in the use of the Procedure and forms to be used are available from the Town Manager or his designee.

Section 18. Separation From Town Employment

18.1. Resignation, Layoff, Dismissal, or Retirement

A. An individual's employment with the Town is entered into voluntarily and the employee is free to resign at any time and for any or no stated reason. Similarly, the Town may end the at-will employment relationship at any time and for any reason. No notice is required.

B. Employment with the Town may be terminated through one of the following personnel actions:

1. Resignation. Voluntary termination of employment initiated by an employee.

2. Layoff. An involuntary separation of employment due to temporary or indefinite reduction in workforce caused by economic conditions, lack of work, reorganization, insufficient funds, change in operational and manpower needs, or other appropriate reasons.

3. Dismissal. An involuntary termination of employment initiated by the Town as a result of an employee's unsatisfactory work performance, misconduct, or inability to perform the job.

4. Retirement. The termination of employment for the purpose of receiving VRS annuity retirement benefits.

18.2. Resignation

A. In order to resign in good standing an employee must submit a signed written letter of resignation to the Department Director or Town Manager at least 14 days before the effective resignation date. Department Directors should give the written notice at least 30-days in advance. The resignation notice shall be signed by the employee and include the last date of employment, and the date the notice is submitted. The Department Director and the resigning employee, by mutual consent, may waive or modify the advance notice requirement. The Town Manager and Department Director, by mutual consent, may waive or modify the advance notice requirement. Failure to give appropriate notice may be grounds for refusal to re-employ the individual and/or a forfeiture of money owed for accrued leave.

B. A Department Director shall immediately forward the resignation to the Town Manager for processing so that an exit interview may be scheduled.

C. An employee may rescind the resignation provided the resignation has not been accepted. Once the resignation has been accepted, the resignation may only be rescinded with the approval of the Town Manager.

18.3. Retirement

A. Eligible employees who are planning to retire should submit written notice to their Department Director or Town Manager at least 4 months prior to the effective retirement date. The

written notice shall be forwarded to the Town Manager. The 4-month time frame is required to ensure sufficient time to process all retirement benefits with VRS and to assure that retirement benefits will commence at the desired retirement date.

B. Retirement benefits are offered through the Virginia Retirement System (VRS) and outlined in the VRS Handbook for Members.

C. Payment for any leave balance for which the employee is eligible shall be paid in a lump sum. It is not permissible to delay the effective date of retirement by using accrued paid leave or compensatory time.

D. There is no mandatory retirement age. An employee's ability to perform work is evaluated without regard to age.

18.4. Dismissal

An employee may be dismissed for any reason.

18.5. Separation Date

Whenever an employee separates from Town employment, the effective date of separation will be the last day that the employee is physically on the job unless the employee was on pre-approved leave.

18.6. Exit Interview

A. All employees who resign are requested to complete an exit interview. During the interview, the reasons for resignation and the timing for the return of Town property will be discussed as well as what benefits the employee may expect to receive. The employee's viewpoints on subjects such as pay, benefits, training, and working conditions can provide valuable information for the Town.

B. Some benefits may be continued at the employee's expense if the employee so chooses. The Town Manager will conduct the exit interview during the employee's last week on the job. Completed exit interviews are kept separate from an employee's official personnel file.

18.7. Return of Town Property

Employees are responsible for returning all Town property, materials and written information issued to them. Items to be returned include, but are not limited to, keys to buildings, offices, files, desks, equipment, and vehicles; uniforms; safety equipment; tools; credit cards; and manuals. If an employee fails to return Town property as stated in this policy, the Town will pursue all legal remedies in order to recover the property and seek compensation for its corresponding value if such property has been destroyed.

18.8. Final Paycheck

Payment for any compensatory time and/or accrued paid leave to which the employee is eligible shall be paid in a lump sum on the payday following the date of separation or the subsequent payday depending on the date payroll is processed. For purpose of unemployment compensation, the payment for the accrued leave shall be allocated to future pay periods.

18.9. Layoff Procedure

A. The Town Council and the Town Manager have the right and obligation to manage the workforce in a manner that best serves the interests of the Town. Because of reduced appropriations, lack of sufficient work or funds, or Town-wide or departmental reorganization, lay-offs may be necessary to reduce positions allocated to a department. A lay-off or a reduction in force (RIF) shall be approved by the Town Council.

B. Unless the Town Council instructs differently, the following is the general procedure and order for a layoff:

1. A layoff will be managed on an individual department basis. The Town Manager and the Department Director will identify those organizational sections, job classifications, positions, and individuals affected;

2. Upon identifying the specific classifications requiring reduction in personnel, the layoff will follow this order:

- a. Seasonal part-time employees;
- b. Regular part-time employees;
- c. Employees of less than 1 year's seniority; or
- d. Full-time employees

3. In order to provide for a uniform, fair, equitable, and effective determination of the individuals to be laid off within each of the classes listed above, other factors to be considered shall be:

- a. Performance; or
- b. Length of service.

4. Insofar as practical, all employees to be laid off shall be provided with a written notice at least 14 calendar days in advance.

5. Employees who are laid off under a reduction in force are eligible to immediately apply to the Virginia Employment Commission for unemployment compensation.

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Addendum 1
PAID TIME OFF LEAVE PLAN
For Employees hired on or after January 1, 2014

Policy Statement

The Paid Time Off leave plan (PTO) is a comprehensive program that serves the many diverse needs of employees for time off from work and also includes a short term disability plan for income protection to cover periods of extended illness or injury.

This policy covers all employees of Town government hired on or after January 1, 2014.

Procedures

A. Enrollment:

All persons hired or re-hired on or after January 1, 2014, enrolling in the VRS Hybrid Retirement Plan, shall receive leave benefits in accordance with this PTO plan.

One year after the date of employment, employees in the PTO plan are be eligible to participate in a Short Term Disability Plan coordinated and approved by an insurance company selected by the Town. The short term disability plan provides for a weekly benefit of less than 100% of normal weekly pay in accordance with the provisions of the plan document.

Employees in the PTO plan hired after January 1, 2014 are eligible for long-term disability through a plan provided by an insurance company determined by the Town; with the exception that those employees included eligible for the Hazardous Duty Supplement under the Virginia Retirement System (VRS), shall be covered for long-term disability under the VRS Disability Retirement program. Details of this plan are provided in the summary plan description provided by the insurance company selected by VRS or in the VRS Employee Manual.

B. Paid Time Off (PTO) Accruals:

Full Time employees covered under the PTO plan receive accruals based on their years of Town Service. PTO hours are accrued monthly. An employee is eligible for leave according to the table below:

<u>Years Of Service</u>	<u>Accrual Hours Per Month</u>	<u>Maximum Annual Carryover Hours</u>
<u>0 up to 5 years</u>	<u>5.5 hours per pay period</u>	<u>192 hours per Calendar Year</u>
<u>5 to 9 years</u>	<u>7.5 hours per pay period</u>	<u>240 hours per Calendar Year</u>
<u>10 to 19 years</u>	<u>9.0 hours per pay period</u>	<u>288 hours per Calendar Year</u>
<u>20 or more years</u>	<u>10.5 hours per pay period</u>	<u>336 hours per Calendar Year</u>

PTO hours will not accrue during any un-paid absence of 40 hours or more, per biweekly pay period, including absences for FMLA reasons.

Employees may carry forward to a new calendar year PTO leave balances of no more than the applicable Maximum Annual Hours per Year.

Any scheduled holiday that falls during the employee's PTO leave will not be charged as PTO but as Holiday Leave. Refer to Holiday Leave in the Employee Handbook.

Bereavement leave and Jury Duty leave is not deducted from PTO hours. Refer to Bereavement Leave and Jury Duty Leave in the Employee Handbook.

C. Scheduling/Use of PTO Hours

Paid leave may be requested by the employee only if accrued PTO hours are available for use. Employees are responsible for maintaining PTO leave balances at adequate levels to ensure that leave taken does not exceed existing balances.

Although PTO is a benefit provided for employees to self-manage time off, its use must be approved in advance by the employee's supervisor. Scheduled PTO leave may be used for any approved purpose, and a request to use such leave should be made by the employee to his or her supervisor no less than three working days in advance. Some departments may require that employees schedule PTO leave further in advance. The supervisor will inform a new employee if a longer advance notice applies. The three-day requirement may be waived by the supervisor in cases of illness, emergency situations or other unforeseen circumstances (unscheduled PTO).

Unscheduled PTO leave will be monitored. The supervisor has the right to request verification of any unscheduled absences by requiring a physician's statement. When an unforeseen need for PTO occurs, an employee shall notify the appropriate supervisor no later than the beginning of the shift. In some departments, earlier notice may be requested. Failure to provide the proper notification or excessive unscheduled leave may result in disciplinary action.

PTO is available for use by the employee only after leave has accrued, and may be taken in 30 minute increments.

If PTO hours are available for use, the employee is required to use PTO to cover the waiting period before Short Term Disability begins. Accrued PTO leave may be used by the employee to make up the difference between 100% of the employee's normal gross wages and the benefit provided under the Short Term Disability plan.

The employee does not accrue PTO hours for any period of leave-without-pay or any un-paid leave for disciplinary suspension.

D. Termination/Retirement Payment of PTO Hours

Employees that leave Town service shall be paid at the employee's current regular rate of pay for accumulated PTO hours up to the maximum carry over amount. Termination shall include retirement, voluntary resignations, death, or dismissal. The Town shall deduct all state and federal taxes, and any outstanding amounts due to the Town for benefits received, and for rental uniforms, keys or other Town property not returned by the employee at termination.

Use of PTO hours during a resignation notice period must be approved in advance by the appropriate supervisor, and must not interfere with the operations of the department.

E. Work Related Injuries/Illnesses

If an employee is absent due to a work-related injury, the employee must use PTO hours for the first seven calendar days of absence, if PTO is accrued. If the employee does not have PTO hours available, the employee will be placed in a leave-without-pay status (for the first seven days of absence only).

F. Short Term Disability (STD)

As of January 1, 2014, newly hired, re-hired employees will be covered under a short-term disability (STD) plan offered by the Town and administered by a third party administrator. The short term disability plan provides for a weekly benefit of less than 100% of normal weekly pay in accordance with the provisions of the plan document.

The STD program provides a weekly benefit administered by a third party plan administrator. Employees are required to file a claim for benefits with the insurance company and be approved before any benefit will be paid. The amount of benefit, length of coverage, and the process to file a claim are provided in STD plan documents.

PTO, if accrued, shall be used by the employee during periods of STD to cover the initial waiting period of 7 calendar days, and may be used to make up the difference between the amount received under the benefit schedule and the employee's normal pay. An employee may not receive more than 100% of the normal base pay amount when combining the STD benefit and PTO. STD is directly funded by the Town, and therefore taxes shall be deducted from the amount paid to the employee as required by IRS regulations.

The STD benefit period may last longer than the period established under the Family Medical and Leave Act. Nothing in the PTO or STD plan extends FMLA benefits beyond those provided by law.

G. Long Term Disability (LTD)

Upon exhausting all STD benefits an employee may file a claim for long term disability benefits under the appropriate LTD coverage. For persons employed by the Town that are not participants in Hybrid VRS plan, the employee is covered under a plan that is part of the traditional VRS disability retirement plan. Contact HR for more information on this plan. For those covered under the Hybrid VRS plan, the premiums for the Long Term Disability insurance are paid 100% paid by the Town. The claim process is outlined in the insurance company plan document. Contact HR for a copy of the plan document. Approval of LTD benefits rest solely with the insurance company.

Revised April 5, 2018 by the Town of Bowling Town Council

Attest: A. Reese Peck
Town Administrator