



Town of Ponce Inlet

Employee Rules,

Regulations, and Benefits

September 17, 2020

Resolution 2020-12

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PREAMBLE

The Town of Ponce Inlet ("the Town") was incorporated on August 20, 1963 and is a municipal corporation of the State of Florida. The Town has operated under the Council-Manager form of municipal government since 1990 and has been recognized by the International City Managers Association as such since 1995.

The Town Council is the legislative and governing body of the Town. The Town Council is composed of an elected Mayor, an appointed Vice-Mayor, and three Councilmembers; all are elected by a Town-wide vote of the Town's residents.

The Town Council, by majority vote, appoints a Town Manager for an indefinite term. The Town Manager is the chief administrative officer of the Town and is responsible to the Town Council for the administration of all Town affairs placed in his/her charge by the Town Charter.

The Town provides a wide range of governmental services to its residents. Those services are provided by the Employees of the Town, whose task and goal it is to provide those services in the most prompt, courteous, professional and cost-effective manner possible. The Town Council has established the Town's Mission statement as follows:

The Town staff shall be professional, caring, and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.

PREFACE

These Employee Rules, Regulations, and Benefits were adopted by the Town Council via Resolution 2019-05 on May 16, 2019. All previous editions of the Town's Personnel Rules and Regulations are superseded by this document.

In accordance with Section 4.06, of the Town Charter, the Town Manager shall propose and the Town Council may amend and shall adopt certain Personnel Rules and Regulations to serve as the basis for administrative actions as they relate to employment by the Town; to insure the efficiency of the departments that serve the Town; and to insure the rights and safety of Town Employees.

In addition to the Employee Rules, Regulations, and Benefits adopted by the Town Council, the Town Manager may approve a system of administrative policies, orders, rules, directives, and regulations to be issued by the heads of the departments of the Town's government for activities under his/her jurisdiction and supervision; such administrative policies, orders, rules, directives, and regulations may be amended or rescinded by the Town Manager.

These policies together with any applicable collective bargaining agreements shall govern the human resources system of the Town.

Special Notes

1. The Employee Rules, Regulations, and Benefits do not constitute an employment contract. Nothing contained herein is intended to create or become an employment contract between the Town and any person for the purposes of employment, promotions, or for providing any benefit.
2. Any questions concerning the interpretation and application of this Policy shall be referred to the Human Resources Director for resolution. The Town Manager shall have responsibility for the interpretation and enforcement of the provisions and purposes of the Employee Rules, Regulations, and Benefits.
3. The Town Council retains the right to amend this Policy in the future, which amendments shall be prospective in application unless stated otherwise.
4. Policies and procedures found by a court or regulatory agency of competent jurisdiction to be in violation of Federal, state or local laws or regulations shall be declared null and void. In the event of any conflict between the Employee Rules, Regulations, and Benefits and any duly ratified and executed collective bargaining agreement, the collective bargaining agreement shall control with respect to the area of conflict and to the Employees governed thereby.
5. If any portion of any provision of the Employee Rules, Regulations, and Benefits is determined to be invalid, the remaining provisions of this Policy shall remain in full force and effect.

DEFINITIONS

As used in the Employee Rules, Regulations, and Benefits, unless otherwise defined elsewhere within, the following definitions apply:

Anniversary Date means the day, month, and subsequent year(s) of the Employee's initial date of employment with the Town; for Part-Time Employees, this date shall be adjusted if and when the Employee moves to Full Time status.

Classification Date means the date on which an Employee entered, transferred or was promoted to the Employee's current Pay Grade.

Demotion means a change in the status of an Employee from a Position in a given Pay Grade to a Position in another Pay Grade having a lower salary range maximum.

Department Head means Department Head or authorized designee.

Employee means any person in the employ of the Town who receives a salary or an hourly wage for services rendered to the Town.

Exempt Employee means all Employees who are exempt under the provisions of the Federal Fair Labor Standards Act which, for the purposes of identifying those in the Town, include the Town Manager, Department Heads, and other appropriately designated administrative and professional Employees; Exempt Employees are not eligible to receive overtime pay.

Full-Time Employee means all Employees hired to fill a full-time, budgeted Position within the organizational structure of the Town, whose normal work week is forty (40) hours per week.

Non-Exempt Employee means all classified Employees, as defined in the Code of Ordinances, not declared exempt and/or who are not exempt under the provisions of the Federal Fair Labor Standards Act; Non-Exempt Employees are eligible for overtime compensation.

Overtime means the hours of work, including holidays and leave with pay approved in advance, in excess of forty (40) hours during the established work week for general Employees; in excess of one hundred six (106) hours during the established two-week work period for Fire-

Rescue Employees; in excess of eighty-four (84) hours during the established two-week work period for Police Officers.

Part-Time Employee means all Employees whose normal work week is less than forty (40) hours; such Employees are eligible for holiday pay and personal leave time. A Part-Time Employee becomes eligible for retirement and health insurance if they consistently work at least thirty (30) hours per week, but he/she is not be eligible for other Employee fringe benefit programs.

Probationary Status means the status of an Employee when under an initial evaluation period for their position. Employees on Probationary Status shall accrue fringe benefits in the same manner as provided to all other Town Employees. An Employee's initial hire probationary status is six (6) months, except Police Officer positions have an initial hire probation of one year. An Employee is also placed upon a six (6) month probationary status following an Employee's promotion, demotion, or transfer. Probationary status may be extended as hereinafter described. Probationary Status shall continue beyond the established period for that number of working days which is equal to the number of working days which the Employee missed during the probationary period due to advanced leave, workers' compensation leave, or other period of time during which the Employee was not engaged in the duties of the Position for which the Employee was hired / promoted / demoted / transferred. Probationary Status may also be continued for up to an additional six (6) months in the event the Employee is rated "conditional" or "unsatisfactory" while on Probationary Status. During Probationary Status, an Employee may be terminated without cause, which Termination shall not be subject to the Grievance Procedure of the Employees Rules, Regulations, and Benefits.

Promotion means a change in the status of an Employee from a Position in a given Pay Grade to a Position in another Pay Grade having a higher salary range maximum.

Reassignment means the temporary movement of an Employee from a given Position to another Position.

Reduction in Force means the cessation of an Employee's employment due to the abolition of one or more Positions. Reasons for such include: due to a shortage of funds or work, the elimination of a division or department, a material change in the duties, operations or organization

of a division or department, or other reasons as determined by the Town Manager.

Regular Status means the status of a Full-Time Employee upon the Employee being removed from Probationary Status, as herein defined.

Reinstatement means the action of returning an Employee to Town employment without loss of credited service or other accrued benefits.

Resignation means a voluntary decision by an Employee to leave the employ of the Town other than through Retirement.

Retirement means a voluntary decision by an Employee to leave the employment of the Town and to begin receiving pension benefits from the Town's authorized pension plan.

Salary Administration Plan means that plan which has been officially approved and which formally describes the philosophy, methods, procedures, and salary ranges for compensating Employees.

Suspension means an involuntary, temporary period of time which is imposed upon an Employee, during which time the Employee is prohibited from performing the duties of the Position which the Employee holds; a suspension may be either with or without pay.

Temporary Employee means all Employees, whether Part-Time or Full-Time, who are fulfilling a position which has been created or has become available for a temporary period of time. Generally, the term of employment for a temporary employee is expected to terminate on or before the last day of such Employee's sixth consecutive month of employment. A temporary Employee is not eligible for Employee fringe benefits. If a Temporary Employee is subsequently hired as full/part-time Employee, they will receive retirement contributions paid from their initial date of hire, pursuant to FRS requirements.

Termination means the involuntary dismissal of an Employee's employment.

Transfer Employee means an Employee that has been permanently moved either voluntarily or involuntarily to another laterally equivalent position.

Town means the Town of Ponce Inlet, a Florida municipal corporation.

Town Council means the governing body of the Town of Ponce Inlet.

Town Manager means the Town Council appointed Town Manager or authorized designee.

Working Day means a day that the Town Hall is open for normal operations.

ARTICLE 1 - BASIC PRINCIPLES

1.01 Objective

The objective of the Employee Rules, Regulations, and Benefits is to provide a uniform, comprehensive and efficient system of administering the human resources policies and procedures of the Town. The Employee Rules, Regulations, and Benefits are intended to ensure that employment opportunities with the Town will be attractive to prospective and existing Employees. Employment of the most qualified employees is in the furtherance of the Town's goal to provide prompt, courteous, professional and cost-effective governmental services to the community.

1.02 Equal Employment Opportunity

It is the policy of the Town to provide equal employment and advancement opportunity for all qualified individuals. Accordingly, there shall be no distinction or discrimination because of race, religious belief, color, national origin, gender, age, marital status, veteran's status, political or union affiliation, or any other status protected by applicable law. The employment of and all actions affecting Employees shall be based solely on ability, merit and justice. This policy applies to recruitment, placement, selection, training, transfer, rates of pay, and all other terms and conditions of employment.

1.03 Statement of Ethics

The Employees of the Town, as providers of public service and in order to inspire confidence and trust, shall be committed to the highest standards of personal integrity, honesty, and competence. In furtherance of this commitment, the Employees of the Town shall:

- A. provide open and accessible government, giving courteous, responsive service to all citizens equally;
- B. accept only authorized compensation for the performance of their duties and respectfully decline any individual offers of gifts or gratuities from those with whom they do business;
- C. disclose or report any actual or perceived conflicts of interest;

- D. comply with all laws and regulations applicable to the Town and impartially apply them to everyone;
- E. neither apply nor accept improper influences, favoritism, or personal bias;
- F. use Town funds and resources efficiently, including materials, equipment and time; and
- G. insure that no Town resources of any kind are ever used for personal gain.

Recognizing that government must serve the best interest of all citizens, the Employees stand as representatives of responsible government, responsible for acting at all times to merit public confidence in themselves and the Town. An Employee who is charged with a criminal offense must promptly report such to the Employee's Department Head, who shall then report this to the Town Manager. In addition to the foregoing, the Employees of the Town shall at all times strictly adhere to all applicable provisions of the Code of Ethics for Public Officers and Employees (Part III, Chapter 112, Florida Statutes), as amended from time to time.

When any Employee has any doubt as to the personal application of the Code of Ethics, the Employee should discuss the possible conflict with the Town Manager. Any Employee wishing to determine whether a proposed activity would be prohibited may document the circumstances of the proposed activity and request an opinion from the Florida Council on Ethics. A copy of the request and any resulting opinion shall be provided to the Town Manager prior to engaging in the activity.

1.04 Conflict of Interest

- A. No Town Employee shall, while acting as a purchasing agent of the Town or as a public officer acting in the Employee's official capacity, purchase, rent, or lease any realty, goods, or services for the Town from any business entity of which the Employee, or any direct relative of the Employee is an officer, partner, director, proprietor, or in which the Employee, or any direct relative of the Employee has a material interest;
- B. No Town Employee shall rent, lease, or sell any realty, goods, or services to the

Town;

- C. No Town Employee shall purchase any surplus realty or goods from the Town if the Employee had any role in the decision-making process by which such property was originally acquired or declared to be surplus;
- D. No Town Employee shall accept any compensation, payment, or thing of value when the Employee knows, or with the exercise of reasonable care should know, that it was given to influence a vote or other action in which the Employee was expected to participate in his capacity as a Town Employee;
- E. No Town Employee shall use or attempt to use his official position or any property or resource which is within his/her trust for special private gain;
- F. No Town Employee shall perform his official duties in such a way as to secure a special privilege, benefit, or exemption for the Employee or others;
- G. No Town Employee shall have or hold any employment or contractual relationship with any business entity or agency which is subject to the regulation of, or is doing business with, the Town;
- H. No Town Employee shall have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between the private interests of the Employee and the performance of the Employee's public duties or that would impede the full and faithful discharge of the Employee's public duties;
- I. No Town Employee shall disclose or use information not available to members of the general public, and gained by reason of the Employee's official position, for the Employee's personal gain or benefit or for the personal gain or benefit of any other person or business entity;
- J. No Town Employee shall hold office as a member of the Town Council or serve as a member of any of the Town's advisory boards while at the same time continuing as an Employee of the Town;
- K. No Town Employee shall wear any Town-issued shirts/uniforms at any political

events or at any government meetings unless attendance in such constitutes a bona fide Town public purpose;

- L. No Town Employee shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service based upon any understanding that the vote, official action, or judgment of the Employee would be influenced thereby;
- M. No Town Employee may solicit or accept an honorarium in a manner prohibited by Section 112.3149, *Florida Statutes*.

ARTICLE 2 - WORKPLACE HARASSMENT

2.01 Objective

It is the policy of the Town to maintain a working environment free from all forms of unlawful harassment.

2.02 Harassment Directed Toward Protected Status

Unlawful harassment directed toward protected status is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of the person's race, religious belief, color, national origin, gender, age, marital status, veteran's status, political or union affiliation, or any other status protected by applicable law, or that of the person's relatives, friends, or associates, and that:

- A. has the purpose or effect of creating an intimidating, hostile, or offensive work environment; or
- B. has the purpose or effect of unreasonably interfering with an individual's work performance; or
- C. otherwise adversely affects an individual's employment opportunities.

Such conduct, whether committed by a supervisory or non-supervisory Employee, is

specifically prohibited. Harassing conduct includes, but is not limited to, any of the following:

- A. epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts, that relate to race, color, religion, gender, national origin, age, or disability, and
- B. written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, gender, national origin, age, or disability and that is placed on walls, bulletin boards, or elsewhere on the employer's premises, or circulated in the workplace.

The standard for determining whether verbal or physical conduct relating to race, color, religion, gender, national origin, age, or disability is sufficiently severe or pervasive to create a hostile or abusive work environment is whether a reasonable person in the same or similar circumstances would find the conduct intimidating, hostile, or abusive. The "reasonable person" standard includes consideration of the perspective of persons of the alleged victim's race, color, religion, gender, national origin, age, disability, or any other status protected by applicable law.

2.03 Sexual Harassment

It is the policy of the Town that all Town Employees shall be able to enjoy a work environment free from all forms of discrimination, including sexual harassment. Sexual harassment is a form of misconduct which undermines the integrity of the employment relationship. No Employee shall be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior which is not welcome, which is personally offensive, which debilitates morale, and which, therefore, interferes with an Employee's work effectiveness.

Such conduct is specifically prohibited. This includes: repeated offensive sexual flirtations, advances or propositions; continued or repeated verbal abuse of a sexual nature; graphic or degrading verbal comments about an individual on his or her appearance; the display of sexually suggestive objects or pictures; or any offensive or abusive physical contact.

In addition, no Employee shall imply or threaten that an applicant's or Employee's

cooperation of a sexual nature (or refusal thereof) will have any effect on the individual's employment, assignment, compensation, advancement, career development or any other condition of employment.

Any such action which is intended to harass, intimidate or offend any individual on the basis of sex shall be grounds for appropriate discipline of the offending Employee, including, but not limited to: counseling; attending sexual harassment training; written reprimand; reassignment; suspension; demotion; or termination. Town officials, when deciding whether Employees should receive promotions or other performance-related benefits, shall take into account the compliance of those Employees with this policy.

Any questions regarding either this policy or a specific situation of sexual harassment should be addressed to the Human Resources Director or, in the absence of the Human Resources Director, to the Town Manager directly.

Definition of sexual harassment:

- A. Conduct which constitutes sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - 1. Submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment;
 - 2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
 - 3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

- B. Sexual harassment is not, by definition, limited to prohibited conduct by a male Employee toward a female Employee, or by a supervisory Employee toward a non-supervisory Employee. The Town's view of sexual harassment includes, but is not limited to, the following considerations:

1. Anyone, regardless of gender, may be the victim of sexual harassment;
2. The harasser does not have to be the victim's supervisor. The harasser may also be an agent of the employer, a supervisory Employee who does not supervise the victim, a non-supervisory Employee (co-worker), or in some circumstances, even a non-Employee;
3. The victim does not have to be a different gender from the harasser;
4. The victim does not have to be the person at whom the unwelcome sexual conduct is directed. The victim may also be someone who is affected by such conduct when it is directed toward another person. For example, the sexual harassment of one Employee may create an intimidating, hostile, or offensive working environment for another Employee, thereby interfering with that Employee's work performance.

C. Sexual harassment does not depend on the victim having suffered a tangible economic injury as a result of the harasser's conduct. For example, improper sexual advances which do not result in the loss of a promotion by the victim or the discharge of the victim may, nonetheless, constitute sexual harassment where they unreasonably interfere with the victim's work or create a harmful or offensive work environment.

2.04 Other forms of workplace harassment.

It is further the policy of the Town to maintain a working environment free from other forms of harassment. Creating a work environment that is intimidating, hostile, abusive, or offensive because of unwelcome or unwanted conversations, suggestions, requests, demands, physical contacts or attentions, whether or not these are directed at a protected class or sexually-oriented in nature, are a form of harassment which is prohibited by the Town's policy.

2.05 Complaint Procedure.

The following shall be the procedure for the making and investigation of all harassment complaints:

Step 1: Any Employee who believes he/she is a victim of harassment may request a meeting, within ten (10) working days of the occurrence, with the Human Resources Director to discuss the Employee's complaint. The meeting shall be on an informal basis; however, a written record of the meeting shall be made. The Employee may present any evidence supporting the Employee's complaint. The Human Resources Director shall investigate the complaint and issue a written statement of findings to the complainant, within ten (10) working days of the meeting. In the event the Human Resources Director is the subject of the complaint or if the Employee is uncomfortable with the Human Resources Director for reasons relative to the complaint, the Employee may skip this step (Step 1) and go directly to the Town Manager.

Step 2: In the event that the Employee is not satisfied with the decision of the Human Resources Director, the Employee shall prepare written objections to the Human Resources Director's decision within ten (10) working days of the date of the decision. The objections shall be delivered to the Town Manager who shall schedule a meeting with the Employee within ten (10) working days of receipt of the objections. At this meeting, the Employee will have the opportunity to present evidence supporting the Employee's objections. This meeting shall be audio recorded. Following this meeting, the Town Manager shall further investigate the matter and issue a written statement of findings to the complainant, within ten (10) working days. The decision of the Town Manager shall be considered final.

2.06 Investigative Procedures.

Other than any investigation initiated by the Human Resources Director under Step 1 of the Complaint Procedure, the investigation of any complaint of harassment shall be conducted by

the Town Manager, or such other person as may be designated by the Town Manager. The investigator designated by the Town Manager is not required to be an Employee of the Town.

- A. At a minimum, the investigation shall include interviews of the alleged victim, the alleged offender(s), and all individual(s) who have been identified as those with knowledge of the alleged infraction(s). The Town shall maintain the confidentiality of the complainant unless disclosure otherwise is required by law or by agreement;
- B. If the complaint of harassment is sustained, a copy of the investigative summary report and the resulting corrective action shall be immediately placed in the offending Employee's personnel file. All investigative supporting documents shall be retained in the investigative file in accordance with state retention requirements;
- C. The investigator shall send, by certified mail or hand delivery, copies of all written statements and documents related to the complaint, to the individual(s) who are the subject of the investigation and to the Town Manager on the date of issuance of the report; and
- D. If, during the investigation of the complaint, the complainant or any witness complains of retaliation, the investigator, upon verification of the retaliation, shall recommend, and the Town Manager shall order, such interim relief deemed necessary to protect the complainant and the witness(es). Such relief may include, but need not be limited to, discipline or transfer of the offenders and/or transfer of the complainant or witness(es) if requested by the complainant or witness(es).

2.07. Penalties and Violations

Any Employee determined to have violated this policy will be subject to appropriate discipline, up to and including the termination of the Employee's employment from the Town.

ARTICLE 3 - HIRING AND CHANGE OF STATUS

3.01 Authority to Effect Employee Action

The authority to appoint, promote, transfer, demote, suspend and terminate all Employees, except Department Heads, shall be vested in the Town Manager, giving due consideration to the request of the relevant Department Head and then-existing budgetary constraints. The Town Manager may authorize any Department Head to exercise these powers after consultation with the Human Resources Director with respect to Employees in that Department Head's department.

The appointment and removal of Department Heads shall be subject to the approval of the Town Council, in accordance with provisions set forth in Article IV, Section 4.04(a) of the Town Charter.

3.02 Job Descriptions and Organizational Chart

All existing positions and all newly established positions will have a current functional job description approved by the Town Manager which lists applicable position qualifications, essential job functions, illustrative duties, and pay grade. All positions will be filled consistent with the job description. Department Heads are responsible for reviewing job descriptions at least annually and requesting amendment through the Human Resources Director, as needed.

An organizational chart, as approved by the Town Manager, shall be maintained by the Human Resources Director. Department Heads may seek the approval of modifications to the organizational chart through the Human Resources Director. Any amendments will be approved in writing by the Town Manager.

3.03 Nepotism

It is the policy of the Town not to hire any relative of an Employee without the prior written approval of the Town Manager, which may only be granted if the relative of the Employee has the skills required for the position and appears to be the most qualified candidate available. For the purpose of this Section, "relative" shall be defined as the Employee's father, mother, stepfather, stepmother, husband, wife, son, daughter, stepson, stepdaughter, brother, sister, stepbrother, stepsister, half-brother, half-sister, father-in-law, mother-in-law, son-in-law, daughter-in-law,

brother-in-law, sister-in-law, uncle, aunt, first cousin, nephew, or niece.

No Employee may appoint, employ, promote, advance, or advocate for appointment, employment, promotion, or advancement, in or to a Position any individual who is a relative of the Employee. An individual may not be appointed, employed, promoted, or advanced in or to a Position in the Town if such appointment, employment, promotion, or advancement has been advocated by an Employee who is a relative of the individual.

No Employee may directly or indirectly supervise or report to a relative of the Employee.

In furtherance of the intent and purpose of this subsection and the subsection regarding sexual harassment, Employees are strongly encouraged to avoid romantic involvement with other Employees.

3.04 Selection of Applicants

When solicitation of external applicants is determined to be in the best interest of the Town, as determined by the Town Manager upon consideration of Department Head recommendation, an opening in an existing, or newly established, position will be posted on the Town's website and e-mailed to all subscribers. Simultaneously with this posting, the Town may further advertise in the public media and/or in professional publications, and/or may use the services of an employment consultant in soliciting applicants for such vacant position. If a vacancy for a position occurs within one year of previously advertising for the same job description and pay range, existing applicants may be considered instead of re-advertising at the discretion of the Department Head, with approval from the Town Manager.

All applicants for available positions shall file a written Town application and resume, if specified, for such position setting forth a description of their relevant educational and/or employment qualifications, listing pertinent personal and professional references and such other information as the Town deems necessary to assess each applicant's suitability for a position. Any person who provides false information on such application shall be subject to disqualification for the position or, if the information is discovered to be false after the person becomes an Employee of the Town, subject to Termination of such employment.

Qualified applicants will be screened and selected in accordance with the Town's Equal

Employment Opportunity policy. Veterans' preferences shall be awarded in accordance with the provisions of Chapter 295, Florida Statutes, as amended from time to time.

3.05 Change of Status of Employment

A. Promotions

Vacated or newly established positions will be posted and, consistent with efficient operations, the promotion of current, qualified Employees will be encouraged. Reemployed or reinstated veterans shall receive promotional preference in accordance with the provision of Section 295.09, Florida Statutes, as amended from time to time.

An Employee who is promoted under any of the aforesaid circumstances shall receive an increase in pay on the effective date. Promotion pay shall be based upon the percentage difference between the starting salary of the pay grade the Employee is being promoted from to the starting salary of the pay grade the Employee is being promoted to, or the minimal salary of the promotion position, whichever results in the greater increase, so long as the amount does not exceed the maximum of the new pay grade range.

B. Demotions

An Employee shall be subject to demotion under the following conditions:

1. if the Employee has been found to lack the work skills necessary for the Employee's present position but possesses the work skills necessary to meet the expected performance standards of a position in a lower pay grade; or
2. if the Employee has requested a change from the Employee's current position to a position in a lower pay grade, the Employee possesses the work skills necessary to meet the expected performance standards of such other position, and the position is vacant (It shall be clearly indicated on all documentation that the demotion was effected at the

Employee's request); or

3. if the position of an Employee has been either abolished or reduced to a lower pay grade and such Employee cannot be transferred to a vacant position in the same pay grade (It shall be clearly indicated on all documentation that the action taken in no way reflects on the Employee's performance or ability).

An Employee who is demoted under any of the aforesaid circumstances shall receive a reduction in pay on the effective date of the demotion. Demotion pay shall be based upon the percentage difference between the starting salary of the pay grade the Employee is being demoted from to the starting salary of the pay grade the Employee is being demoted to, so long as the amount is at least the minimum and not greater than the maximum of the new pay grade range.

C. Transfers

1. From time to time, Employees may be transferred within the organization. Such transfers will be, as far as practicable, to positions where the Employee's work skills will be best utilized. The decision to make a transfer shall be in the sole discretion of the Town Manager.
2. When transfers of employees are necessitated by organizational changes, every effort shall be made to place the affected Employees in positions which have the same salary grade.
3. In making transfers within the organization, due consideration shall, when possible, be given to the desires of the Employees involved. However, the Town's organizational needs shall be given the higher priority in this determination.
4. When a transfer is requested by an Employee, preference shall be given to those Employees whose performance consistently meets or exceeds the performance requirements of their position(s), according

to the records in their official employment file. When performance records are equal, preference will be given to those Employees with greater seniority in the same position.

5. Once an Employee is transferred, there is no right reserved for Employee to return to former position. However, if a vacancy exists, Employee may apply for and be considered for the former position.

ARTICLE 4 - COMPENSATION

4.01 Salary Administration Plan

- A. A Salary Administration Plan shall be adopted by the Town Council. Each Position in the Salary Administration Plan will be assigned to a pay grade and salary range. The Town Manager may reclassify positions within the plan or add/delete positions in the plan, as needed. The specific rate of compensation for each Employee will be within the salary range to which the Employee's Position has been assigned.
- B. The Town Manager is authorized at his/her discretion to hire Employees at a rate of up to twenty-five percent (25%) above the minimum of the pay grade upon consideration of three factors: education above the minimum, experience above the minimum, and/or position is hard to fill. Exempt Employees may be hired at up to forty (40%) above the minimum of the pay grade.

In the manner described above, for the purposes of Employee retention, the Town Manager is authorized at his/her discretion to recognize education obtained above the minimum required or a hard to fill position after an Employee is hired.

- C. For positions that have been determined as extraordinarily hard to fill, the Town Manager is authorized to provide signing bonus of up to \$7,500. In consideration of the Town providing the Employee with the signing bonus, via contract the Employee agrees to continue full-time employment with the Town for at least 24 months from Employee's date of employment with the Town. In the event that

Employee voluntarily leaves employment with the Town or is terminated for cause within 24 months of Employee's date of hire, Employee will be responsible for reimbursing the Town for the entire signing bonus amount. Determination of "hard to fill" may be authorized only after advertising a position for no less than three months in a variety of publications and a demonstrated inability to recruit qualified candidates.

- D. Offers of employment and adjustments in Employee compensation, including raises, do not take effect unless and until they are confirmed in a written document signed by the Town Manager with the amount specified.
- E. The Town Council will consider an annual pay adjustment to be applied to all employees effective October 1st of each year. Such adjustment is subject to approval in the Town's budget.

4.02 Working out of Classification

- A. A Department Head may assign an Employee within his/her department to any duties within the responsibility of that department. Assignments shall be based upon knowledge of the position, capability, and ability to perform.
- B. An Employee who works in a higher job classification for five (5) consecutive working days (or four (4) consecutive twelve (12) hour shifts for Police Officers; or two (2) consecutive twenty-four (24) hour shifts for Fire-Rescue Employees) or longer shall be compensated according to the following schedule:
 - 1. If the pay classification for the temporary assignment is less than the Employee's normal rate of pay, the Employee will receive the normal rate of pay.
 - 2. If the pay classification for the temporary assignment is greater than the Employee's normal rate of pay, the Employee shall be compensated from the first day of the assignment at a rate equivalent to the greater of:
 - a. the minimum salary for the job classification being temporarily

filled, not to exceed twenty percent (20%) of the Employee's normal rate of pay; or

b. ten percent (10%) above the Employee's normal rate of pay.

C. A non-exempt Employee who accepts temporary additional job responsibilities while they continue to perform all the duties of the Employee's regular position in an equivalent or lower job classification for more than ten (10) consecutive working days shall be compensated between five and fifteen percent above their normal rate of pay. The specific percentage increase shall be to be based upon the amount of additional workload assigned, as recommended by the Department Head and approved by the Town Manager. The temporary increase in pay shall be effective from the first day in which these additional job responsibilities were assigned to the Employee.

4.03 Paid Holidays

A. The following holidays will be observed by the Town:

New Year's Day

Martin Luther King Day

President's Day

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve

Christmas Day

In addition, the Town allows each Employee to individually select one (1) floating holiday for their personal use during each fiscal year. The floating holiday cannot be carried over to the next fiscal year, nor will any monetary payment for an unused floating holiday be permitted.

- B. When a holiday falls on a Saturday or Sunday, the preceding Friday or following Monday, respectively shall be observed. Except that all shift employees will observe the holiday on the actual day of the holiday.
- C. All full-time Employees will receive eight (8) hours of holiday pay for the observed holiday, or in the event of shift employees, eight (8) hours of holiday pay for the actual holiday.
- D. In addition to the eight (8) hours of holiday pay, a full-time hourly Employee who is required to work on the holiday will be compensated for up to eight (8) hours at one and one-half times his/her hourly rate for actual hours worked.
- E. In order to be entitled to holiday pay, Employees must work (or be on pre-approved leave of absence with pay), the full scheduled workday both immediately before and immediately after the holiday. Exceptions to this for sudden illness or other emergencies may be approved by the Town Manager. Employees who have submitted a resignation to take effect on or immediately after the holiday shall not be entitled to holiday pay.
- F. Temporary Employees are not entitled to holiday pay.
- G. If a holiday occurs during a period for which an Employee has taken approved leave, the Employee will receive the holiday pay as opposed to the personal leave pay, thereby maintaining the leave day in his/her bank.
- H. Part-time Employees who work a minimum of twenty (20) hours per week shall be receive holiday pay in the amount of four (4) hours per holiday and shall be compensated for up to four (4) hours at one and one-half times his/her hourly rate

for actual hours worked.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.01 Normal Work Week

Forty (40) hours shall constitute a normal work week for any Non-Exempt, Full-Time Employee, except certified police and fire shift employees. A normal work period for certified police and fire employees is described as follows:

- A standard work day for fire employees is comprised of twenty-four (24) consecutive hours, followed by a period of forty-eight (48) consecutive hours off-duty. A standard work period consists of one hundred fifty-nine (159) hours worked within a twenty-one (21) day work period.
- A standard work day for Police Officers is comprised of twelve (12) consecutive hours. A standard work period for Police Officers consists of eighty-four (84) hours within a fourteen (14) day work period.

Normal work period requirements:

1. Hours actually worked, holiday time, scheduled personal leave, scheduled sick leave, and scheduled compensatory time off shall be used to satisfy the normal work period requirement.
2. Unscheduled leave shall not be used to satisfy any part of the normal work period requirement. Unscheduled leave shall be defined as leave not requested of and approved by the department head at least twenty-four (24) hours prior to the occurrence.

5.02 Overtime

- A. Overtime hours worked by any Non-Exempt, Full-Time Employee shall be compensated in compliance with the provisions of the Federal Fair Labor Standards Act at a rate equal to one-and-one-half (1½) times Employee's regular hourly rate.

- B. Working Overtime without recording the time (i.e., working “off the clock”) and working Overtime without prior authorization by the Department Head is strictly prohibited and will result in disciplinary action, up to and including termination of employment.
- C. Provided advance notice has been given to the Employee as far in advance as practicable, a Non-Exempt, Full-Time Employee shall be required to work Overtime when assigned, unless excused by such Employee's Department Head. Failure to accept an Overtime assignment may be considered cause for disciplinary action.
- D. To the extent reasonably possible, opportunities for Overtime will be equitably rotated among Non-Exempt Employees qualified to perform such work.

5.03 Compensatory Time

- A. A Non-Exempt Employee, with the consent of such Employee's Department Head, may voluntarily accept compensatory time accrual in exchange for overtime compensation during any work week in which the hours worked would otherwise require overtime compensation under the provisions of the Federal Fair Labor Standards Act. No Employee may be forced to accept compensatory time accrual in lieu of payment for overtime work.
 - 1. All compensatory time accrual in lieu of pay shall be credited to such Employee at one-and-one-half (1½) hours of compensatory time for each Overtime hour worked.
 - 2. An Employee may accrue up to forty (40) hours of Compensatory Time, except that Police Officers may accrue up to forty-two (42) hours of Compensatory Time, and Fire-Rescue Employees may accrue up to eighty (80) hours of Compensatory Time.
- B. A Non-Exempt Employee who has accrued compensatory time may request the use of such compensatory time by notifying such Employee's Department Head in writing of the desire to use accrued compensatory time. Such Employee and such

Employee's Department Head shall schedule the use of the accrued compensatory time, provided that the use of such compensatory time does not unduly disrupt the operations of the department.

- C. When a Non-Exempt Employee leaves the employment of the Town for any reason, all unused compensatory time shall be paid to such Employee at the final regular rate of pay received by such Employee as an Employee of the Town.
- D. It is intended that the provisions of this Subsection be in compliance with the Compensatory time requirements of the Federal Fair Labor Standards Act and the rules and regulations promulgated thereunder.

5.04 Exempt Employees

Employees in classifications that are exempt from overtime shall be compensated by a regular salary that compensates them for all hours worked in their workweeks, including any hours in excess of forty (40) hours in a workweek. Such Exempt Employees are expected to work whatever hours are necessary to complete assignments and successfully execute the duties and responsibilities of the position.

The Town complies with the salary basis requirements of the FLSA and does not make improper deductions from the salaries of Exempt Employees. There are, however, certain circumstances where deductions from the salaries of Exempt Employees are permissible. Exempt Employees who believe that an improper deduction from their salary has been made should immediately report this information to the Human Resources Director. Reports of improper deductions will be promptly investigated, and if it is determined that an improper deduction has been made, the Employee will be promptly reimbursed.

5.05 Emergencies

- A. In the event of extreme weather or other emergency conditions make normal operations unsafe or impractical, the Town Manager may suspend all or part of a normal work day.
- B. In the event such determination, is made the Town Manager shall notify all

Department Heads of the effective time of the suspension of operations; Department Heads shall notify all affected Employees in their department. Such notifications shall when possible include the date and time when normal operations will resume.

- C. Employees not required to perform in accordance with the Town's Emergency Management Plan shall be dismissed from work. In order not to lose compensation, the Employee may elect to use any accumulated personal leave or compensatory time, for the hours that would normally have been worked. Leave may not be used to exceed the normal workweek, whereby overtime compensation would be required.
- D. Temporary Employees not required to work as part of the Town's Emergency Management Plan shall not be compensated until normal operations resume.
- E. Non-Exempt Employees required to work as part of the Town's Emergency Management Plan, or in which department operations are not suspended, shall be compensated in accordance with Town policies for actual hours worked and in accordance with the Fair Labor Standards Act.
- F. In order to provide essential services, Department Heads may assign Employees to "Emergency Standby" duty. Being on Emergency Standby means that the Employee shall be readily available to respond to work – reachable by phone, radio, or other acceptable means within one hour of being contacted. Non-Exempt, non-public safety Employees placed on Emergency Standby shall receive one (1) hour of pay per twenty-four-hour period while on standby. This shall be paid whether or not the Employee is called in and will be counted as one (1) hour worked, even if no work is performed. Except for this one (1) standby hour, emergency standby time away from work shall not count as hours worked for the purpose of computing overtime pay.
- G. Exempt Employees required to work as part of the Town's Emergency Management Plan, or in which department operations are not suspended, who are

on duty in excess of forty (40) hours per week, at the direction of the Town Manager shall be provided additional compensation when both of the following conditions are met:

1. an emergency or disaster has been declared by an authorized local, state or Federal authority; and
 2. the Employee is called in and/or required to work in excess of eight (8) hours beyond the normal workweek.
- H. The additional compensation of these hours shall be calculated back to the first hour and will be paid as follows:
1. Non-Department Head Exempt Employees shall be paid on an hourly basis at time and one-half (annual salary divided by 2080 hours of work in one-year, multiplied by 1.5).
 2. The Town Manager and Department Head Exempt Employees shall be paid on an hourly basis at straight time (annual salary divided by 2080 hours of work in one year).
- I. Nothing herein shall be deemed to reduce or alter the regular salary payment for Exempt Employees at times other than those specified above.
- J. Once the Town resumes normal operations, all Employees are expected to report as normally required. Depending upon the effect the disaster has on an Employee, the Department Head may authorize the use of leave to allow the Employee to take care of personal needs.
- K. An Employee who fails to report for duty or fails to seek authorization for approved leave, may be subject to disciplinary action up to and including immediate termination.

5.06 Record Keeping

Non-Exempt Employees must record the number of regular and overtime hours worked

each work week and certify with their signature that they have accounted for all hours they worked during the week. Exempt Employees will maintain an accurate record of their use of accrued leave and similar absences. All such records will be transmitted periodically to the Human Resources Department as required by applicable administrative regulations. Falsification of any such record shall be grounds for disciplinary action up to and including termination of employment.

ARTICLE 6 - PERFORMANCE RATINGS

6.01 General Policy

Each Employee's work performance will be evaluated in writing periodically by the Employee's immediate supervisor and approved by the Employee's Department Head. The purpose of such evaluation is to inform each Employee of the Employee's progress and in what areas the Employee's performance should be improved. Such performance evaluations will be used to assess each Employee's potential for advancement.

6.02 Frequency of Performance Ratings

Each new Employee, and those Employees who are promoted, demoted or transferred to new positions, will be evaluated as frequently as may be warranted by such Employee's performance but at a minimum will be evaluated in writing prior to the conclusion of the applicable probationary period. If a probationary period is subsequently extended, then a second written evaluation will be performed prior to the termination of extended probationary period.

All other Employees will be evaluated at least annually based upon their Classification Date. Evaluations shall be timely completed, normally not to exceed thirty (30) days from the Employee's Classification Date. An additional fifteen (15) days may be granted by the Town Manager for extenuating circumstance.

6.03 Rating Procedure

All evaluations will be conducted by each Employee's immediate supervisor and approved by the Department Head. All such evaluations will be in writing on evaluation forms based upon Employee's job description and other standard measures, as approved by the Town Manager.

At the conclusion of the review of the evaluation form, both the Employee and the supervisor shall sign the evaluation form. The Employee's signature does not indicate agreement with the evaluation but rather indicates that the evaluation was reviewed with the Employee. If the Employee refuses to sign, such refusal will be so noted. Employees who disagree with the evaluation of their performance shall be allowed to prepare a written statement of their objections and other comments, if any, and include such statement as an official part of the evaluation.

All completed and signed evaluation forms, including statements of Employee objections thereto, if any, will be filed in the affected Employee's official employment file.

ARTICLE 7 - LEAVE POLICY

7.01 Personal Leave

- A. Employees shall be eligible to use paid Personal Leave Time. Employees shall start to earn Personal Leave Time as of their date of hire. Personal Leave Time shall accrue on a bi-weekly basis.
 - 1. Personal Leave Time may not be used prior to accrual.
 - 2. Personal leave must be used prior to going on an unpaid leave status.
 - 3. For accrual purposes, only paid leaves of absence shall be considered as time worked.
 - 4. Eighty (80) or more hours of unpaid leave or suspension in a thirty (30) day period shall negate that Employee's next scheduled accrual of personal leave.
 - 5. In hiring a Department Head, an advanced accrual rate of up to the tenth year may be offered by the Town Manager.
- B. Accrual shall be in accordance with the following schedule:
 - 1. General Employees and Police Officers:

- a. Date of hire to 5th year anniversary: 144 hours per year.
- b. 6th year to 10th year anniversary: 192 hours per year.
- c. 11th year to 15th year anniversary: 240 hours per year.
- d. 16th year to 20th year anniversary: 264 hours per year.
- e. 21st year or more: 288 hours per year.

2. Fire-Rescue Employees:

- a. Date of hire to 5th year anniversary: 204 hours per year.
- b. 6th year to 10th year anniversary: 264 hours per year.
- c. 11th year to 15th year anniversary: 336 hours per year.
- d. 16th year to 20th year anniversary: 372 hours per year.
- e. 21st year or more: 408 hours per year.

3. Part-time Employees whose regular work period is at least 20 hours per week:

- a. Date of hire to 5th year anniversary: 72 hours per year.
- b. 6th year to 10th year anniversary: 96 hours per year.
- c. 11th year to 15th year anniversary: 120 hours per year.
- d. 16th year to nineteenth year anniversary: 132 hours per year.
- e. 21st year or more: 144 hours per year.

C. Personal Leave Time may be used as earned, upon approval by the Department Head and in light of department needs. Requests must be submitted on the appropriate form, and the Department Head shall forward the original copy of all approved leave requests to the Human Resources Department for payroll record-keeping purposes. Such scheduled Personal Leave Time will be considered as

"time worked" for the purposes of computing time worked for overtime purposes.

- D. In the event of an emergency, such as personal or family illness, or other unforeseen emergency, no advance approval for the use of Personal Leave Time will be required. Unscheduled Personal Leave Time will only be used when it is impossible to give the advance notice normally required for the use of scheduled Personal Leave Time. To allow for scheduling, Employees shall notify management of an absence under this subsection as soon as possible, but no later than prior to the start of any scheduled work period. A doctor's certificate or any other proof of illness may be requested by management. Unscheduled Personal Leave Time is leave that is not approved in advance in accordance with subsection (C) of this section will not be considered as "time worked" for the purposes of computing time worked for overtime purposes. Requests for Unscheduled Personal Leave Time which are not related to an illness or other emergency may be denied by the Employee's supervisor.
- E. Personal Leave banks cannot exceed 480 hours as of December 31st of each year. Hours in excess of 480 as of December 31st of each year will be automatically forfeited. Exceptions to this automatic forfeiture for unique circumstances may be approved in advance by the Town Manager.
- F. Employees may elect to be paid up to eighty (80) hours of accrued Personal Leave on an annual basis. In order to be eligible for such payment, Employees must have a minimum of 240 hours in their Personal Leave bank as of September 30th of each year and the Employee must submit a request to receive such payment on the designated form to Human Resources by May 1st. Payment for accrued leave will be processed in November of each year. All hours paid under this paragraph will be deducted from the Employee's personal leave bank as of the date payment is made.
- G. An Employee may request payment of accrued Personal Leave and/or Compensatory Time for personal hardship circumstances up to a total of eighty (80) hours, subject to recommendation from Department Head and Human Resources

Director and final approval of Town Manager. Documentation of hardship circumstance may be required.

- H. Upon separation of employment from the Town, any Employee with time remaining in their Personal Leave bank will receive full payment for the hours remaining up to 480 hours. In the event of a death, the Employee's estate or the Employee's designated beneficiary shall be entitled to a lump-sum payment of all accrued Personal Leave.

7.02 Administrative Leave

The Town recognizes that Exempt Employees are not eligible for overtime pay or compensatory time and regularly work additional hours during the year to accomplish the Town's goals. Exempt Employees shall receive forty (40) hours of Administrative Leave per fiscal year. Administrative Leave may not be carried over to the next fiscal year, nor will any monetary payment for any unused portion be permitted. The use of Administrative Leave must be approved in the same manner as other leave requests.

7.03 Professional Leave

Professional Leave with pay may be granted to cover absences of an Employee attending a job-related conference, workshop, seminar or educational class. Costs incurred for participation by the Employee will be the responsibility of the Employee unless the costs are authorized as part of the department's training budget. Requests for professional leave must be submitted in advance. The respective Department Head may approve up to five (5) days of professional leave for General Employees and Police Officers or up to two (2) shifts of professional leave for Fire-Rescue Employees. Professional Leave which will exceed this limitation requires the Town Manager's approval and must be submitted for such at least thirty (30) days in advance.

7.04 Jury Duty Leave

Time spent in fulfilling duty as a juror or prospective juror is considered regular work time, however, the Employee will turn over to the Town the compensation received for such duty minus any travel expense reimbursement included in payment by the court. If a holiday occurs during the period of Employee's jury duty, the Employee will receive pay for such holiday.

7.05 Court Leave

- A. Employee attending court as a witness on behalf of the Town or otherwise in accordance with his/her job with the Town shall receive full pay equal to their normal work schedule for the hours they attend court.
- B. Employees who become plaintiffs, defendants, or witnesses in matters unrelated to their job with the Town are not eligible for court leave but may utilize their personal leave, etc. for such attendance.
- C. Job related court cases requiring attendance outside the Employee's normal working hours will be compensated at the overtime rate schedule. A two (2) hour minimum time is allowed for each day of attendance. Department Heads retain the right to minimize overtime by adjusting work schedules. The Employee will turn over to the Town any compensation received for such duty.
- D. Employees who attend court for only a portion of a regularly scheduled work day are expected to report to their supervisor when excused or released by the court.
- E. Employees required to attend court for job related matters while on scheduled personal leave will not be charged for leave during such courttime.
- F. If a holiday occurs during the period of Employee's court leave, the Employee will receive pay for such holiday.

7.06 Domestic Violence Leave

The State Domestic Violence Leave Law became effective on July 1, 2007. Eligible Employees are those that have been employed for three (3) or more months, are entitled to take up to three (3) days of Domestic Violence Leave in a twelve (12) month period if the Employee or a member of the Employee's family or household is the victim of domestic violence.

An Employee's use of Domestic Violence Leave is limited to the following activities:

- A. to seek an injunction against domestic violence; or
- B. to obtain medical services for a victim of domestic violence; or

- C. to obtain services from a victim services organization; or
- D. to make the Employee's home secure from or to escape from the perpetrator of the domestic violence; or
- E. to seek legal assistance or attend court proceedings related to the domestic violence.

Except in cases of imminent danger, the Employee must provide his or her supervisor with advance notice of the need for Domestic Violence Leave in compliance with the Town's requested leave procedures. An Employee requesting Domestic Violence Leave must provide documentation of the act of domestic violence for which the leave is needed. Due to the sensitive nature of domestic violence issues, all information relating to an Employee's Domestic Violence Leave will be confidential.

Domestic Violence Leave is not an additional type of paid leave; it is simply recognition of Employee's legal entitlement to receive time off for purposes associated with domestic violence. An Employee must utilize his/her personal leave or other paid leave; if Employee does not have sufficient paid leave time available, leave without pay will be granted for said purpose.

7.07 Bereavement Leave

When a death occurs in the immediate family of an Employee, the Employee shall be granted up to three (3) days off with pay for General Employees and Police Officers or one (1) shift for Fire-Rescue Employees. For a death that requires out of state travel, two (2) additional days will be allowed for General Employees and Police Officers and one (1) additional shift will be allowed for Fire-Rescue Employees. These days will not be charged against any other leave time.

"Immediate family" shall be defined as: spouse, child, father, mother, brother, sister, aunt, uncle, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-parents, grandparents and grandchildren. If the Employee was raised by someone other than one of the persons listed, the Employee may request bereavement leave accordingly and determination will be made by Department Head.

Additional time off for bereavement may be granted, utilizing any of the leave accruals an

Employee may have available, including sick leave, or requesting unpaid leave status.

7.08 Award Leave

In the event that a full-time Employee exhibits actions above and beyond the call of duty, the Town Manager, upon recommendation by a Department Head, may grant a full-time Employee award leave of up to eight (8) hours ; Police Officers and Fire-Rescue Employees may receive up to four (4) additional hours for a maximum of twelve (12) hours awarded. Award Leave for special projects that go well beyond the normal operations of Employee's position may be granted up to a maximum of forty hours.

7.09 Military Leave

A. Annual Military Leave

1. Employees who are commissioned reserve officers or reserve enlisted employees in the United States military or naval service or members of the National Guard shall be entitled to a leave of absence from their respective duties without loss of Personal Leave, pay, time, or efficiency rating, on all working days during which they are engaged in training ordered under the provisions of the United States Military or Naval training regulations for such employees when assigned to active or inactive duty. Leaves of absence granted under the provisions of this Section shall not exceed seventeen (17) working days in any one (1) calendar year. A leave of absence for additional or longer periods of time for assignment to duty functions of a military character shall be without pay and shall be granted by the Town and, when so granted, shall be without loss of time or efficiency rating.
2. With respect to any Employee whose working day consists of a shift measured in hours, each such twelve (12) hour shift or less shall equate to one (1) working day leave of absence. All other shifts over twelve (12) hours and up to twenty-four (24) hours shall equal two (2) working days leave of absence.
3. The Employee shall be required to submit an order or statement from the

appropriate military commander as evidence of any such duty. Such order or statement must accompany the formal request for military service leave at least two (2) weeks in advance.

4. For the seventeen (17) working days leave of absence, the Town will issue a regular pay check to the Employee.

B. Inactive Duty Training (Weekend Drills)

Employees who are members of the Armed Forces Reserve or the National Guard shall be excused from work without pay or allowed to use any accrued leave time to attend inactive duty training drills as required. Evidence of membership in the applicable organization shall be provided to the Department Head by the Employee. Requests for such absences from work can be made by the Employee either orally or in writing. The submission of the applicable Reserve or National Guard training schedule will satisfy this requirement.

C. Recall to Active Military Duty

1. Any full-time Employee who is a member of a reserve component or the National Guard, who is ordered to active duty to fulfill a primary or an emergency military obligation, will be granted military service leave of absence for the period of time provided in this Section. Employees who are required by appropriate military orders to respond to emergency duty will be placed on military service leave without loss of pay for a period not to exceed thirty (30) working days in any one (1) calendar year. The thirty (30) working days as provided in this Section are separate from the time provided for annual military service leave. Upon expiration of the thirty (30) working days, such Employees shall be paid an amount necessary to bring their total pay, inclusive of their military pay, to the level earned as a Town Employee at the time called to active military service. Such payments shall not be made for longer than six (6) calendar months following the initial thirty (30) calendar days from the date the Employee is called to

active military service. The Employee shall provide verification of military earnings in order to calculate the amount due, if any.

2. If an Employee is covered by a Town-sponsored insurance plan(s) at the time the military service leave of absence begins, the Town will continue such insurance coverage as if the Employee were at work for the same period (30 working days plus 6 calendar months) that the Employee qualifies for supplemental pay as outlined in this Section. The Employee will continue to be responsible for dependent coverage, if applicable.
3. All other benefits shall continue to accrue in the same manner as if the Employee were present and working during this period (i.e.: leave accruals, retirement contributions, pay increases that occur while on active military duty, etc.).
4. With respect to any Employee whose working day consists of a shift measured in hours, each such 12-hour shift or less shall equate to one (1) working day leave of absence. All other shifts over 12 hours and up to 24 hours shall equal two (2) working days leave of absence.

D. Induction or Enlistment into Military Service

1. Any full-time Employee who enlists, is drafted, or inducted into the armed forces for active duty, shall be granted a military service leave of absence for the initial period of enlistment. Employees may use Personal Leave Time during military service, if the leave was accrued prior to service. All monies due the Employee shall be paid at the time the Employee leaves Town employment to enter active military service.
2. If the Employee is covered by a Town-sponsored health insurance plan at the time the military service leave of absence begins, the Town will offer continuous coverage for up to 18 months during the military service. If the military service does not exceed 31 calendar days, the Town will continue to pay its regular share for the coverage. If the military service extends

beyond 31 calendar days, the Employee shall pay the cost of the continued coverage.

E. Reinstatement from Military Service

1. Upon termination from active military service, a former Employee who wishes to return to Town employment must report for reemployment:
 - a. on the next regularly scheduled workday following the completion of military service, provided at least eight (8) hours have elapsed, if the length of military services was less than 31 calendar days;
 - b. no later than 14 calendar days following the completion of military service, if length of military service was at least 31 calendar days, but less than 181 calendar days;
 - c. no later than 90 calendar days following the completion of military service, if the length of military services was more than 180 calendar days;
 - d. if the former Employee is convalescing or is hospitalized from an injury caused by military service, these time periods may be extended for up to two (2) calendar years.
2. The former Employee shall provide the Human Resources Director with documentation to establish the timeliness of the Employee's request for reemployment. However, if such documentation is not immediately available, the Employee shall be reemployed until the documentation is available.
3. If the former Employee had fewer than 91 calendar days of military service, the Town will re-employ the former Employee in the same Position the individual would have attained if he or she had been continuously employed. If the individual is not qualified for the Position, the individual will be re-employed in the same Position he or she held prior to military

service.

4. If the former Employee had over 90 calendar days of military service, the Town may offer a Position with the same seniority, status, and pay as the Position that the individual held before military service if the former Employee's previous Position is unavailable.
5. If a former Employee returns with a service-connected disability, not qualified for employment in the Position held before military service, the Town will offer a Position of similar seniority, status, and pay for which the former Employee is qualified (with reasonable accommodation by the Town).
6. A former Employee who is re-employed in accordance with the foregoing provisions may not be discharged except "for cause" for a period of one (1) calendar year if the Employee was in military service for over 180 calendar days. If the term of service was less than 181 calendar days, but more than 30 calendar days, the Town may not discharge the former Employee except "for cause" for a period of six (6) calendar months.
7. It is intended that the provisions of this Subsection E be construed and applied in a manner which is consistent with the provisions of the Federal Uniformed Services Employment and Reemployment Rights Act of 1994.

7.10 Family and Medical Leave

- A. Administration of the Family and Medical Leave Act.

The Family and Medical Leave Act of 1993 is a United States labor law requiring covered employers to provide Employees with job-protected leave for qualified medical and family reasons. All requests for use of Family and Medical Leave (FMLA) shall be made to the Human Resources Director on forms established by the Town. All requests for FMLA shall be in accordance with the provisions of the Act and this policy.

Eligible Employees shall be entitled to FMLA in accordance with the Act and this policy, which entitles Employee to twelve weeks of FMLA per year; entitlement is increased to twenty-six weeks to care for a “covered servicemember” with a serious injury or illness in connection with certain military service. (A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list for a serious injury or illness.)

The Human Resources Department is authorized to take whatever steps it deems necessary to administer the Act.

B. Eligibility for FMLA.

Employees may be eligible for FMLA if they have been employed by the Town for at least one (1) year and have worked at least 1,250 hours during the one-year period immediately preceding the date the leave will begin. Leave may be granted for any of the following reasons:

1. For pregnancy, prenatal medical care or childbirth;
2. to care for the Employee’s child after birth, or placement for adoption or foster care;
3. to care for the Employee’s spouse, son, daughter, or parent, who has a serious health condition;
4. for a serious health condition that makes the Employee unable to perform the Employee’s job;
5. for military “qualifying exigencies” for Employees with a spouse, son, daughter, or parent on active duty or called to active duty in the Armed Forces in support of a contingency operation (“qualifying exigencies” may include addressing short-notice deployment, attending certain military events, arranging for alternative childcare, addressing financial and legal

arrangements, attending certain counseling sessions, rest and recuperation, or attending post-deployment reintegration briefings); or

6. to care for a covered servicemember, as defined by law, with a serious injury or illness in connection with certain military service who is the Employee's spouse, son, daughter, parent, or legal "next of kin".

C. Determination of Twelve (12) Month Period.

It is hereby determined that for purposes of computing the twelve (12) month period in which the twelve (12) weeks of leave entitlement occurs, the Town shall use the twelve (12) month period measured forward from the date on which any Employee's first such leave begins, also referred to as the "rolling year".

Nothing contained in this Section shall limit the Town Manager's authority to approve a Leave of Absence Without Pay in addition to the FMLA otherwise provided herein. Each such approval shall be determined on the merits of the individual request and the impact on the department for which the Employee works; no such approval shall be deemed to constitute a "past practice" nor shall it be deemed as establishing a precedent.

D. Notice from Employee.

Employees must provide thirty (30) days advance notice of the need to take FMLA leave when leave is foreseeable. Otherwise, Employee must provide notice as soon as practicable.

The Town reserves the right to designate Employee's absence for eligible reasons as FMLA.

Employees must provide sufficient information to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the Employee is unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or the

circumstances supporting the need for military family leave if applicable. Employees must also indicate if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Medical certification will be required to support a request for leave due to a serious health condition, and recertification may be required. A second or third opinion (at Town's expense) may also be required.

Employees will be informed whether they are eligible under the FMLA. If so, a notice specifying any additional information required as well as the Employee's rights and responsibilities will be provided. If not eligible, a reason for the ineligibility will be provided. Employees will be informed if leave will be designated as FMLA-protected and, to the extent possible, the amount of leave counted against the Employee's leave entitlement. Employees will be informed if leave is not FMLA-protected.

E. Substitution of Paid Leave.

Notwithstanding any other provision of this Policy to the contrary, an eligible Employee must use any accrued leave that the Employee is otherwise entitled to under this Policy prior to going on unpaid status.

Nothing contained herein shall be construed to require the Town to pay benefits in any such situation in which the Town would not normally provide paid leave.

F. Leave Taken Intermittently or on a Reduced Work Schedule.

Notwithstanding any other provisions of this Policy to the contrary, if an eligible Employee requests intermittent leave or leave on a reduced work schedule that is foreseeable based on planned medical treatment, the Town may require such Employee to transfer temporarily to an available alternate Position offered by the Town for which the Employee is qualified, provided there is equivalent pay and benefits and the Position better accommodates the recurring periods of leave or reduced work schedule than that of the regular employment Position of the Employee.

G. Accrual of Benefits.

Notwithstanding any other provision of this Policy to the contrary, any eligible Employee who takes FMLA in accordance with the provisions of the Act without pay shall not be entitled to the accrual of any seniority during any period of leave or any right, benefit or Position of employment other than any right, benefit, or Position to which the Employee would have been entitled if the Employee had not taken the leave.

H. Payment of Medical Insurance Costs and Other Benefits.

The Town will continue to pay for the medical insurance benefits and other Town benefits for an Employee during the twelve (12) weeks of FMLA. Payment of all benefits by the Town will cease upon completion of the twelfth (12th) week of FMLA and become the sole responsibility of the Employee until they return to work in a full-time status, unless the Employee is authorized to utilize their paid leave.

If any Employee does not return to work after the Employee has taken FMLA without pay under provisions of the Act, the Town Attorney is authorized to take whatever legal action that is necessary to recoup health insurance costs incurred by the Town during the time that the Employee was on FMLA.

I. Spouses employed by the Town.

In any case in which a husband and wife entitled to FMLA leave are both employed by the Town, the aggregate number of workweeks of leave to which both may be entitled shall be limited to twelve (12) workweeks, or twenty-six (26) workweeks for care of a “covered servicemember”, during any twelve (12) month period, unless Employee is the subject in need of care.

7.11 Leave of Absence Without Pay

With the exception of Military Leave and Family Medical Leave Act, the granting of leave without pay is a matter of administrative discretion. The basic constraint in the granting of such leave is that the Town needs the regular services of all Employees for which provision has been

made in the Town's budget.

However, recognizing that a circumstance may occur for an Employee in which leave without pay may be needed, Department Heads are authorized to approve leave without pay in advance of leave for a period not to exceed three (3) days for General Employees and Police Officers, one (1) day for Fire-Rescue Employees. Requests for approval of leave without pay beyond this limitation must be submitted in writing and approved by the Town Manager upon recommendation of Department Head. No leave without pay shall be granted until all other forms of leave available to the Employee have been utilized.

If a leave of absence without pay is granted for thirty (30) days or more, the Employee is responsible for payment of his/her health insurance and any other Town benefits during this time.

ARTICLE 8 - SAFETY AND WORKERS' COMPENSATION

8.01 Safety Program

The Town has established and will maintain a comprehensive safety program, including a Workplace Safety Committee and all aspects of the working environment and work associated activities will receive appropriate attention with regard to safe practices. All Employees must recognize their respective responsibilities for a successful safety program and will participate in the implementation and improvement of the Town's safety program designed to eliminate unnecessary accidents and needless expense. Particular supervisory attention will be directed to the proper and safe operation of equipment.

As an integral part of the Town's overall safety program, a "Safety Manual" has been created and is hereby adopted as part of this Policy by this reference. The "Safety Manual" may be subsequently amended by the Town Manager, without review by the Town Council.

8.02 On-The-Job Injuries

All Employees shall immediately report all injuries that occur on the job to their immediate supervisor. Supervisors must notify the Human Resources Director and provide appropriate documentation.

8.03 Injury Leave

Employees who sustain a workers' compensation covered lost-time injury shall be granted paid leave for an incapacitating job-related injury for a period not to exceed seven (7) calendar days.

For the purposes of compensation, the day of injury is excluded as the first day of injury. The Employee shall be paid for the first day as if the Employee worked the entire day.

Injury leave shall normally require authentication of the injury by a physician.

If incapacitated for his/her regular position, the Employee may be given other duties within the Town for the period of incapacitation. Unwillingness to accept such assignment as directed by the Department Head will make the Employee ineligible for injury leave for the term involved. However, this will not affect any benefits the Employee may be entitled to under the Workers' Compensation Law.

8.04 Workers' Compensation for Injured Employees

Payment of workers' compensation to Employees who are disabled because of an injury arising out of and in the course of performing their duties with the Town will be governed by the Florida Workers' Compensation Act.

At the expiration of Injury Paid Leave, Employee shall be removed from the regular payroll and placed on Workers' Compensation unless, at Employee's option, Employee utilizes work assignment options or his/her accumulated personal leave prior to being placed on Workers' Compensation.

In the event an Employee suffers an injury which arises out of and in the course of performing the Employee's duties with the Town or causes a serious health condition, as defined by the Family and Medical Leave Act and regulations promulgated thereunder, the Town reserves the right to designate the period of disability as family and medical leave.

An Employee sustaining a lost-time injury with annual leave credited to the Employee's account may request the Human Resources Director to apply annual leave hours in order to obtain pay while absent from duty due to an injury. In no event shall the sum of the amount of workers'

compensation and the amount of annual leave exceed 100% of the Employee's base pay for that period.

An Employee who, while acting within the course of employment for the Town, is maliciously or intentionally injured and who thereby sustains a job connected disability compensable under Chapter 440 Florida Statutes shall be carried in full-pay status rather than being required to use personal leave to supplement workers compensation pay to bring Employee to full-pay status. Full-pay status shall be granted only after submission to the Human Resource Director a medical report which gives a current diagnosis of the Employee's recovery and ability to return to work.

8.05 Return to Work Program

A. Purpose:

The purpose of this policy is to establish a program for Employees who have sustained a work-related injury/illness arising out of and in the course and scope of employment to return to work for the Town as soon as they are able. This program is not designed to offer modified duty assignments to Employees who have sustained an off-duty injury.

B. Policy:

The Town will attempt to provide modified duty assignments to Employees who sustain a work-related injury/illness arising out of and in the course and scope of employment. Modified duty assignments are not guaranteed and depend on factors such as the Employee's work restrictions and the availability of work.

C. Procedure:

An Employee who is released to return to work with restrictions by the Workers Compensation physician will be provided a modified duty assignment by their Department Head, provided that the Employee's restrictions can be safely accommodated and that there is work available in the department that satisfies the restrictions. If the Department Head cannot provide a modified duty assignment,

the Department Head must notify the Human Resources Director. The Human Resources Director will attempt to find a reassignment opportunity with another department to provide the Employee with a modified duty assignment. However, it is first and foremost the responsibility of the employing department to make reasonable efforts to provide modified duty assignments to their Employees who sustain a work-related injury/illness arising out of and in the course and scope of employment. In all instances, the Employee shall be paid from the employing department's budget.

Employees who are provided modified duty assignments must report to work at their modified hours, shifts and assignments. Modified duty assignments are not intended to be permanent and shall typically cease upon a physician determining Employee's maximum medical improvement (MMI).

Employees who refuse modified duty work assignments may be denied Workers' Compensation pay in accordance with Florida Statutes Chapter 440, The Florida Workers' Compensation Act. Such Employees may use their accrued leave time in accordance with Town policy until released to regular work duty by the Workers' Compensation physician. If the Employee has exhausted all accrued leave and still refuses modified duty assignments, then the Employee will go into a no pay status.

Modified duty should take into account and accommodate those restrictions which have been placed upon the injured Employee by the Workers' Compensation physician. As restrictions or limitations may change during the recovery process, the Department Head will modify the duty assignment to accommodate the Employee where able. Any Employee experiencing problems performing their work restrictions or experiencing worsening symptoms must immediately report those problems to their Department Head and/or Human Resources.

During the modified duty assignment, the Employee will continue to receive their normal rate of pay for the hours worked. The normal rate of pay includes the regular hourly rate, adjusted to incorporate any difference in the number of regular

hours and built-in overtime, plus any incentives, stipends, or other allowances granted. If the Employee cannot work their regularly assigned number of hours, the Employee may be entitled to Workers Compensation pay under Florida Statutes Chapter 440, The Florida Workers' Compensation Act. Under no circumstances can the amount of pay for hours worked and Workers' Compensation pay exceed 100% of the Employee's regular wages. The Town will pay the Employee for the time taken for medical treatment that is required during their assigned work hours.

D. Off-The-Job Injury/Illness:

Employees who sustain a non-work-related injury/illness are not eligible for modified duty assignments unless required by law. Such Employees who are certified by a treating health care provider as unable to perform their assigned duties without restrictions shall be placed off duty. These Employees can use their accrued personal leave in accordance with the Town policy. If no leave is available, the Employees will be on leave without pay.

Such Employees may return to work only after providing the Human Resources Director a Fit-For-Duty/Return-To-Work note from the treating health care provider. Said note must indicate that the health care provider has reviewed the Employee's job description and believes that the Employee can perform his/her regular duties without restrictions. The Town has the right to seek an opinion from a health care provider of its choosing (at Town's expense) prior to returning the Employee to work.

ARTICLE 9 – EMPLOYEE FRINGE BENEFITS

All Full-Time Employees are eligible to participate in any available Town fringe benefit program which may be made available to the Town's work force unless such benefit is specifically limited to a specific class or classes of Employees. Any fringe benefit paid for by the Town shall be suspended unless paid for by the Employee during any time of unpaid status of thirty (30) days

or more, with the exception of FMLA and Military Leave.

9.01 Health Insurance, Dental and Vision Coverage

All Full-Time Employees and Part-Time Employees who work at least thirty (30) hours per week are eligible to participate in any group health insurance plan offered by the Town.

All Full-Time Employees are eligible to participate in any dental plan offered by the Town.

All Full-Time Employees are eligible to participate in any vision plan offered by the Town.

Employees who choose not to participate and who provide proof of health, dental, or vision insurance may be compensated in the amount of fifty percent (50%) of that which is approved by the Town for individual coverage.

9.02 Life Insurance

All Full-Time Employees are eligible to participate in any life insurance plan offered by the Town.

9.03 Retirement

All Full-Time and Part-Time Employees are required to participate in the Florida Retirement System (FRS).

9.04 Disability Plans

All Full-Time Employees are eligible to participate in any short-term and long-term disability plans offered by the Town.

9.05 Deferred Compensation Plan

All Full-Time Employees are eligible to participate in any deferred compensation plan offered by the Town.

9.06 Employee Assistance Plan (EAP)

All Full-Time Employees are eligible to participate in any Employee assistance plan (EAP) offered by the Town.

9.07 Education Assistance

- A. When the best interest of the Town is served by a full-time Employee completing a seminar or class, the Town Manager, may authorize reimbursement to the Employee for the cost of text books, registration and tuition up to a maximum of \$2,000 per year, based upon grade received from class.
- B. An Employee is eligible for reimbursement only to the extent that they are not receiving funds through other programs such as: Pell Grants, Veteran’s Administration Benefits, Scholarships, or any other education funding programs. An Employee application for reimbursement must include disclosure of any other educational funding program sources received. Any Town authorized reimbursement will be reduced by the amount of any other educational funding program source(s). Failure to fully disclose other educational funding program source(s) shall be considered an act of fraud and the Employee will be disciplined accordingly.
- C. Approval of the reimbursement must be obtained prior to the Employee beginning the seminar or classes and, if approved, reimbursement will be paid after successful completion of the seminar or class.
- D. Successful completion of the seminar or class will be determined if Employee earns a minimum grade of "C" or “satisfactory”. If no grade is provided, successful completion will be determined by the Employee providing a completion certificate or other evidence of having attended the entire seminar or class.

9.08 Professional Associations, Training, and Travel expenses

- A. The Town encourages Employees to expand their knowledge within their professions. Certain Professional Associations offer training opportunities and the ability to obtain certain certifications that are beneficial to both the Town and the Employee. Due consideration by the Town Council will therefore be given in the budgetary process for specific memberships in professional organizations and potential participation in training opportunities for various Employees, based upon

recommendation from the appropriate Department Head and Town Manager.

- B. In-service training will be provided to assist Employees to improve in work efficiency. Employee training will be an on-going function of every department. Town-wide Employee training on universal subjects will be held at the discretion of the Town Manager.
- C. The Town will pay for conference or convention registration fees if the Employee's attendance at such conference or convention serves a direct public purpose. Employees authorized to travel to a convention, conference, meeting, or to otherwise conduct bona fide Town business shall be reimbursed as follows:
 - 1. Requests must be submitted on a form showing all expenses related to registration, hotel, meals, and travel. Advance approval must be obtained from the Department Head; Town Manager approval may be required if the total amount exceeds the established threshold for department approval.
 - 2. Any reimbursement made directly to the Employee must be supported by the appropriate documentation and receipts and is subject to the same approval process described in C-1 of this subsection.
 - 3. The Town will pay for reasonable and necessary lodging accommodations at the "single occupancy" rate, with payment being made directly to the lodging establishment.
 - 4. Payment of meals will be made in the amount established by 112.061(5)(b), Florida Statutes, provided that if any meals are included in the registration fee, the payment will be reduced accordingly. The following schedule lists the amount of payment as of this section's adoption/amendment:
 - a. *Breakfast* (when travel begins before 6:00 a.m. and extends beyond 8:00 a.m.) - \$6.00
 - b. *Lunch* (when travel begins before noon and extends beyond 2:00 p.m.) - \$11.00

c. *Dinner* (when travel begins before 6:00 p.m. and extends beyond 8:00 p.m.) - \$19.00

5. Vehicular Travel

a. If the Employee is authorized the use of a Town vehicle for travel, the Employee shall ensure the vehicle is fully fueled at the Town's public works facility before he/she leaves.

Reimbursement shall be made for any additional fueling needs with proper receipt.

b. If the Employee is authorized to use a privately-owned vehicle for travel, the Employee shall be paid a mileage allowance of 44.5 cents per mile, or as amended in accordance with 112.061(7)(d), Florida Statutes, for the most direct route as determined by Department Head. Employees receiving a car allowance are generally not eligible for additional reimbursement for vehicle travel.

6. The Town shall pay for air travel when it is more economical than vehicular travel, or if the distance exceeds 500 miles, or under such other circumstances as may be warranted. Air travel payment shall be for economy class, unless such accommodations are not available on any flight which satisfies requirements. Generally, payment will be made directly to the authorized airline or travel agency.

7. Subject to the provision of receipts evidencing payment thereof (except that no receipt shall be required for gratuities), the following expenses for incidentals may be reimbursed:

a. taxi or limousine fares;

b. ferry fares and bridge, road and tunnel tolls;

c. storage or parking fees;

d. communications expenses; and

- e. gratuities (other than for meals) of \$5.00 per day.
- 8. In the event a spouse, children, or other guest accompanies the traveler on any trip, payment will only be made for those charges related to the Employee. No additional charges for accommodations, meals or travel for the family will be reimbursed.
- D. If approved in the budget process, the Town Manager and Department Heads may receive 24-Hour Executive Travel Accident Insurance for \$250,000, in case of death, while on a trip for business or pleasure.

9.09 Personal Computer Purchase Program

- A. Purpose:

This program is intended to provide an opportunity for Town Employees to enhance their technology knowledge and skills via a short-term loan for eligible Employees to purchase and finance computer systems, equipment and software.

- B. Eligibility:

All full-time Employees of the Town are eligible to purchase and finance technology equipment at the end of their probation. Participants must agree to comply with all the requirements and provisions of the Program as set forth in a plan approved by the Town Manager.

- C. Description:

The Town will finance the purchase of technology related equipment and related software up to a total of \$1,200 including Florida sales tax. Technology equipment is considered computer desktops, laptops, tablet devices, smartphones, networking equipment, monitor, printer, or other peripheral technology device. Game consoles or hand-held devices specifically designed for gaming will not be considered. The loan will be for a term not to exceed twelve (12) months. If the equipment the Employee wishes to purchase exceeds the \$1,200 limit, the Employee will be responsible for the difference in the purchase price. If the Employee leaves the

Town's employment before the equipment is paid in full, the Town will deduct all monies owed by Employee from Employee's final pay for the repayment of the loan; any additional amount due shall be paid by the Employee in order to be considered to have left the Town in good standing.

ARTICLE 10 - Drugs and Alcohol

10.01 Notice of Drug-Free Workplace Program

It is the policy of the Town to maintain a drug-free workplace. This policy is implemented pursuant to the drug free workplace program requirements set forth in Section 440.102, Florida Statutes and Chapter 59A-24, Florida Administrative Code as may be amended from time to time.

10.02 Drug-Free Workplace Policy

As a condition of continued employment, all Employees must refrain from using illegal or unprescribed drugs on or off the job and abide by the terms of this Policy. It is a condition of employment that Employees refrain from reporting to work with the presence of illegal drugs or alcohol in their bodies. The Town strictly prohibits the use, sale, manufacture, distribution, purchase, possession, dispensing, or being under the influence of illegal drugs, non-prescribed controlled substances, or alcohol on Town property, while on Town business or while operating a Town-owned or leased vehicle (or any vehicle used for Town business).

A. Definitions

1. Legal Drug - Prescribed drug or over-the-counter drug which has been legally obtained and is being used solely for the purpose for which it was prescribed or manufactured.
2. Illegal Drug - Any drug which:
 - a is not legally obtainable under state or federal law,
 - b may be legally obtainable but has not been legally obtained, or

c. is being used in a manner, for a purpose, or by an individual other than as prescribed.

3. Special-Risk Position -- A position that is required to be filled by a person who is certified under Chapter 633 or Chapter 943, Florida Statutes.

B. Work Rule

It is a standard of conduct for employees of the Town that no employee shall report to work or work with the presence of illegal drugs or alcohol in his or her body. In order to maintain this standard, the Town shall establish and maintain the programs and rules set forth below. Any employee determined to be in violation of this policy shall be subject to disciplinary action, which may include termination, even for the first offense.

1. Drug Testing of Applicants

Job applicants for positions determined by the Town to be mandatory-testing positions, such as special-risk positions, who are selected for potential employment with the Town will be required to undergo screening for the presence of illegal drugs as a condition for employment. Any applicant who is subject to testing and who refuses to submit to the pre-employment drug tests or who tests positive for drugs shall be ineligible for hire and any offer of hire is conditioned upon satisfactory drug test results.

2. Drug Testing of Employees

The Town will maintain screening practices to identify employees who use illegal drugs or abuse alcohol, either on or off the job. It shall be a condition of continued employment for all employees to submit to a drug screen:

a. When there is a reasonable suspicion to believe that an employee is using or has used illegal drugs or is abusing or has abused alcohol;

Circumstances that could be indicators of a substance-abuse problem and considered reasonably suspicious are as follows:

1. Information that an employee has caused, or contributed to, an accident while at work. "Accident" includes injury to person(s) and/or damage to equipment or property in excess of \$1,000.
2. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
3. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
4. A report of drug use provided by a reliable and credible source and independently corroborated.
5. Evidence that an individual has tampered with a drug test during his or her employment with the Town.
6. Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery or equipment.

Whenever possible, the supervisor should have the employee observed by a second supervisor or manager before requiring testing. Employees who refuse substance testing under these circumstances will be terminated and forfeit worker's compensation medical and indemnity benefits.

- b. When the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the employer's established policy or that is schedule routinely for all members of an employment classification or group.

- c. When the test is required for CDL employees pursuant to Federal Motor Carrier Safety Administration and Department of Transportation regulations. In such cases the testing will be conducted in accordance with those guidelines.
- d. At other times and under such circumstances as deemed appropriate by the Town Manager and current state and/or federal standards. Employees will be given adequate notice of any addition/change /deletion in the Town's drug testing requirements.

3. Grounds for Termination or Discipline

a. Illegal Drug Use

The following are considered violations of the Town's Drug-Free Workplace Program and are subject to disciplinary actions, up to and including termination, even for the first offense:

1. Refusing to take (including tampering with or doctoring) a Town required drug test;
2. Failing a Town required drug test (*a positive* test result);
3. An employee bringing illegal drugs onto the Town's premises or property, including Town vehicles;
4. Possession of illegal drugs or drug paraphernalia on the employee's person;
5. Using, consuming, transferring, selling or attempting to sell or transfer any form of illegal drug (as previously defined) while on Town business or at any time during the hours between the beginning and ending of the employee's workday, whether on Town property or not.

b. Alcohol Abuse

The following are considered violations of the Town's Drug-Free Workplace Program and are subject to disciplinary actions, up to and including termination, even for the first offense:

1. Refusing to take (including tampering with or doctoring) a Town required alcohol test.
2. Failing a Town required alcohol test.
3. An employee who is under the influence of alcoholic beverages at any time while on Town business or at any time during the hours between the beginning and ending of the employee's workday, whether on Town property or not, including Town vehicles.

An employee shall be determined to be under the influence of alcohol if:

1. The employee's normal faculties are impaired due to consumption of alcohol; or if
2. The employee has a blood-alcohol level of .04 or higher.

The use of alcoholic beverages by Town Employees on Town premises or on Town assignment may take place only when part of an approved Town function. The authorization of alcoholic beverages at such functions does not relieve Employees from the responsibility of exercising moderation and judgment so as not to present a danger to themselves, other Employees, the general public, or the Town's reputation.

c. Commercial Driver License (CDL) Employees

CDL employees who refuse to take a drug or alcohol test, or test positive for illegal drugs or alcohol, will not be permitted to operate

a commercial motor vehicle and are subject to disciplinary actions, up to and including termination, even for the first offense.

4. Confidentiality

a Except as otherwise provided in Section 440.102, Florida Statutes, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and exempt from the provisions of the Public Records Act, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with Section 440.102 or in determining compensability under the Florida Workers Compensation Act.

b Subsection (a) does not prohibit an employer, agent of an employer, or laboratory conducting a drug test from having access to employee drug test information or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter

5. Medication Reporting Procedure

Employees and job applicants may confidentially report to the Town's Medical Review Officer the use of prescription or nonprescription medications both before and after being tested. Employees and job applicants have the right to consult with the Town's Medical Review Officer for technical information regarding prescription or nonprescription medication.

6. Reporting of Test Results

Employees or job applicants who receive a positive confirmed test result may contest or explain the result to the Town's Medical Review Officer

within five (5) working days after receiving written notification of the test result. If the employee's or job applicant's explanation or challenge is unsatisfactory to the Town's Medical Review Officer, he or she shall report a positive test. Employees and job applicants may contest the drug test result pursuant to rules adopted by the Agency for Health Care Administration.

7. Challenges to Test Results

Employees and job applicants are responsible for notifying the laboratory of any administrative or civil action brought over their drug or alcohol test.

8. Drugs Tested

Employees and job applicants shall receive notice of the most common drugs or medications-by brand name or common name, as applicable, as well as by chemical name- which may alter or affect a drug test. The Town may test for any or all of the following substances:

<u>Drugs</u>	<u>Examples of Trade or Common Names</u>
Alcohol	Liquor, Beer, Booze
Amphetamines	Dextroamphetamine, Methamphetamine, Adderall, Biphphetamine, Desoxyn, Dexedrine
Cannabinoids	Marijuana, Pot, Grass
Cocaine	Coke, Flake, Snow, Crack
Phencyclidine	PCP, Angel Dust
Methaqualone	Quaalude
Opiates	Codeine, Morphine, OxyCotin, Hydrocodone, Oxycodone, Buprenorphine, Hydromorphone, Heroin
Barbiturates	Phenobarbital, Amytal, Nembutal, Seconal

Benzodiazepines	Librium, Valium, Halcion, Restoril
Propoxyphene	Darvocet, Darvon-N, Dolene
Synthetic Narcotics	Tramadol, Fentanyl, Methadone

9. Consultation

Employees and applicants have the right to consult the Town for technical information regarding prescription and nonprescription medications. The Town Manager shall make available contact information for this resource.

10. List of local Drug Rehabilitation Programs providers within Volusia County are:

- a. SMA Health Care, 1220 Willis Avenue, Daytona Beach, FL 32114; (386) 236-3200.
- b. Break the Cycle, 724 South Beach Street, Suite 3, Daytona Beach, FL 32114; (386) 333-9622
- c. Pathfinder Advocacy Center, 2583 South Volusia Avenue, Suite #200, Orange City, FL 32763; (386) 960-7830.

Or can obtained through the human resources division.

ARTICLE 11 – Weapons Policy

11.01 Definitions

- A. *Firearm* means any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun.
- B. *Electric Weapon* means any device which, through the application or use of

electrical current, is designed, redesigned, used, or intended to be used for offensive or defensive purposes, the destruction of life, or the infliction of injury.

- C. *Destructive Device* means any bomb, grenade, mine, rocket, missile, pipebomb, or similar device containing an explosive, incendiary, or poison gas and includes any frangible container filled with an explosive, incendiary, explosive gas, or expanding gas, which is designed or so constructed as to explode by such filler and is capable of causing bodily harm or property damage; any combination of parts either designed or intended for use in converting any device into a destructive device and from which a destructive device may be readily assembled; any device declared a destructive device by the Bureau of Alcohol, Tobacco, and Firearms; any type of weapon which will, is designed to, or may readily be converted to expel a projectile by the action of any explosive and which has a barrel with a bore of one-half inch or more in diameter; and ammunition for such destructive devices, but not including shotgun shells or any other ammunition designed for use in a firearm other than a destructive device.
- D. *Weapon* means any dirk, metallic knuckles, slingshot, billie, tear gas gun, chemical weapon or device, or other deadly weapon except a firearm or a common pocketknife.

11.02 Weapons Policy

Except for sworn law enforcement officers, no Town Employee shall possess any firearm, electric weapon, destructive device or other weapon (as such items are defined in Section 790.001, Florida Statutes, as amended from time to time) while during working hours or at any time in Town vehicles.

A Town Employee who willfully and knowingly possesses any firearm, electric weapon or device, destructive device or other weapon (as such items are defined in Section 790.001, Florida Statutes, as amended from time to time) in violation of this policy will be subject to immediate disciplinary measures, up to and including Termination of employment.

Employees must be able to work in their jobs without fear that fellow Employees may

threaten their personal safety. If an Employee has reason to believe that another Employee poses a threat to the Employee's personal safety, this concern shall be immediately reported to the Employee's supervisor. The supervisor will institute whatever measures are deemed necessary to provide Employee safety.

ARTICLE 12 – Smoke-Free Workplace Policy

To promote good health and in accordance with State regulations to improve indoor air quality, the Town is a smoke-free workplace. That includes the use of all tobacco and smoking products, including but not limited to cigarettes, chewing tobacco, pipes, cigars, e-cigarettes, vaporizers, and hukkahs. All smoking products are banned from use in the Town's workplace. Smoking is prohibited in all areas of the building without exception. This includes Town-owned or leased vehicles, and all other enclosed Town facilities.

This policy shall be enforced, and all Employees are expected to abide by this policy. Failure to do so can result in disciplinary action, up to and including termination.

ARTICLE 13 – Electronic Mail

The electronic mail and other information systems of the Town may not be used in any way that may be seen as defamatory, threatening, insulting, intemperate or abusive to others or create a real threat of immediate disruption.

Specifically, it is against Town's policy to display or transmit sexually-explicit images, messages or cartoons. Therefore, any such transmission or use of E-mail communications that contains ethnic slurs, racial epithets, or anything that may be construed as harassment or offensive to others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs, is strictly prohibited and may constitute grounds for Termination of employment.

Employees may use the information systems for Town business only. The E-mail system may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other personal matters unrelated to Town business.

For privacy reasons, Employees may not attempt to gain access to another Employee's personal file of E-mail messages without the latter's express permission. However, management reserves the right to enter an Employee's E-mail files if there is a business need to do so.

Any violation of the foregoing may result in disciplinary action, up to and including Termination of employment.

ARTICLE 14 – Town Vehicle / Car Allowance Policy

14.01 Objective

The objective of this policy is to provide guidelines and assign responsibility for the safe operation of vehicles owned and furnished by the Town and establish a policy through which car allowances may be provided to eligible Employees.

14.02 Application

This policy applies to all Town Employees who receive reimbursements for the use of their personal vehicles when conducting Town business or who operate Town vehicles.

14.03 Provision of Town Vehicle or Car Allowance

Provision of take-home vehicles or a car allowance is a privilege and not an automatic fringe benefit or Employee right, except to the extent an Employee was hired with use of a Town vehicle or authorized a car allowance as a condition of employment.

- A. The use of any vehicles assigned to a Department for take-home vehicles shall be determined by the Department Head and approved by the Town Manager.
- B. Authorization of a car allowance shall require recommendation by the Department Head and approval by the Town Manager.
- C. Employees who are assigned take-home vehicles or provided a car allowance for response to afterhours calls, need to be readily available.

14.04. Use of Town Vehicles

- A. Authorized Town Employees assigned Town vehicles may not operate such vehicles at any time other than for purposes connected with their official duties. At no time may operators of such vehicles carry passengers except for authorized official business.
- B. Department Heads who have been assigned Town vehicles are exempt from the requirement in subsection A of this section, but private use of a Town vehicle is limited to use within Volusia County, unless authorized by the Town Manager.
- C. Employees shall maintain a valid Florida driver's license of the Class required to operate the assigned vehicle. Employee shall notify their supervisor immediately upon any change in the status of the Employee's driver's license. For example: upgrading, cancellation, revocation or suspension of driver's license or receipt of a moving violation citation while operating a Town furnished vehicle.
- D. Town vehicles shall be operated in strict compliance with all laws which apply to motor vehicles in the State of Florida, or other applicable jurisdictions, including the use of seat belts. Vehicle operators who receive citations will be personally responsible for the payment of incurred fines, court costs, and attorney's fees.
- E. Employees shall not operate any Town vehicle while consuming or having consumed alcohol or while restricted from duty based on a medical condition or medication. Employees found in violation may be subject to disciplinary action up to and including the termination of their employment.
- F. No Employee shall temporarily install, nor allow to be temporarily installed, any equipment in any Town vehicle unless it is approved in advance of the installation by the Department Head and permanently installed by the vehicle manufacturer or a Town vendor.
- G. Any accidents or other damage involving a Town vehicle must be immediately reported to the Police Department, Department Head, and the Town Manager.

14.05. Car Allowance

- A. A car allowance may be provided to an Employee for regular use of a personal vehicle for business travel in exchange for a fixed rate, in lieu of assigning a Town vehicle. Car allowance amounts for Department Heads and Employees who have been authorized to receive a car allowance will be determined by the Town Manager.
- B. The automobile allowance provides for both fuel and operating costs. Therefore, Employees are not permitted to use Town fueling facilities to obtain gas or to use motor pool cars except for emergencies (such as, personal car being repaired).
- C. Proof of insurance is to be provided to the Town's Human Resources Department on demand. Those receiving car allowances are required to have minimum insurance coverage for liability in the amount of \$100,000 for each person, \$300,000 for each accident, and property damage of \$50,000. The Town will not assume responsibility for any damage to the Employee's automobile.

ARTICLE 15 – Cell Phone Policy

The Town has determined that the use of cell phones contributes to the overall effectiveness of conducting the public's business. The purpose of this policy is to provide efficient and consistent standards and procedures for the use and maintenance of cell phones by Employees of the Town to whom a cell phone has been issued or a stipend provided, and to provide effective organizational communication and cost management associated with acquiring and operating cell phones. In addition, this policy provides the appropriate procedures to archive and make appropriately accessible public records of text message communications made or received in connection with the transaction of Town business.

15.01 Setup of Cell Phones

The Town's Information Technology (IT) division is responsible for assisting in the initial setup of the Town cell phone and archiving application on personal phones. IT provides technical

assistance in setting up and maintaining cell phones. IT is responsible for the identification, acquisition and implementation of communication and information technologies that securely capture text messages made or received in connection with the transaction of Town business, for retention in compliance with all applicable laws and Town policy. IT is responsible for establishing a Town standard platform for text messaging communication and storage to ensure compliance with records retention requirements. IT annually provides a list of Town cell phone and stipend recipients to the Human Resources Director.

15.02 Policy for Employee Use

Each Employee who is assigned a Town cell phone, authorized a cell phone stipend, or who chooses to use a personal cell phone during or in the conduct of work is responsible to adhere to this policy.

- A. The use of cell phones should never interfere with an Employee's attention to duty and should never be used when engaged in safety-sensitive functions requiring the Employee's full attention.
- B. Employees should limit the use of personally owned cell phones and telephone calls, in frequency and duration, to the greatest extent possible during hours of employment. This includes incoming as well as outgoing telephone calls. Personal calls should not interfere with an Employee's duties and should not impact an Employee's productivity.
- C. Regardless of whether a Town-issued cell phone or personal cell phone is being used for public or incidental personal purposes, Employees shall not initiate a cell phone call while they are driving a Town-owned motor vehicle or operating Town-owned equipment. Employees who receive a cell phone call while driving a Town-owned motor vehicle or operating Town-owned equipment are required to stop the vehicle/equipment in a safe location so that communication is held while the vehicle is stopped. The use of "hands free" technology is the only acceptable method for initiating and receiving calls, but user must still ensure it does not interfere with the safe operation of the vehicle or equipment. This section shall not

apply to Employees who are passengers in a motor vehicle or utilizing office equipment.

- D. The use of cell phones to send text messages, check email, or browse the internet while driving is prohibited.
- E. Unauthorized or inappropriate use of Town cell phones may result in: loss of cell phone privileges; disciplinary or adverse action; or being held personally liable for any costs associated with the inappropriate use.

15.03. Town Cell Phones

- A. Upon recommendation from Department Head, the Town Manager may authorize an Employee to receive a Town cell phone based upon an Employee's job responsibilities.
- B. Town cell phones are official government property. Employees are responsible for proper safeguarding of their assigned cell phone device. Employees must reimburse the Town if improper or negligent care leads to damage or loss of a cell phone.
- C. Reasonable precautions should also be made to prevent equipment theft and vandalism.
- D. An Employee must surrender the assigned cell phone upon request by the Employee's supervisor, Department Head, or Town Manager.
- E. The Town reserves the right to review, audit, and inspect Town-issued cell phone records at any time, with or without notice.

15.04. Cell Phone Allowance

- A. Upon recommendation from an Employee's Department Head, the Town Manager may authorize an Employee to receive a cell phone stipend, the amount of which shall be based upon an Employee's job responsibilities.
- B. Payment of the Employee's cell phone monthly bill will be the responsibility of the Employee. The Employee will be free to choose the cellular provider and cell

phone, and to create a plan with the provider as they see fit for their business and personal usage; however, the cell phone must be compatible with the Town's archiving standard.

- C. If at any point it is deemed that an Employee is receiving an allowance for a cell phone that is not active, the Employee may be responsible for repayment of the allowance and subject to disciplinary action, including but not limited to termination.

15.05. Archival Policy

- A. In the course of conducting ordinary business, Town officials and Employees may use electronic messaging technologies to communicate. The Florida Attorney General has opined that such messages are public records under Chapter 119 of Florida Statutes. Consequently, the Town needs to accurately capture, store, and make appropriately accessible text messaging records.
- B. Town-issued devices or stipend devices must be compatible with the Town's standard platform for text messaging communication and records retention.
- C. Employees must send business related text messages through the Town's standard platform to ensure its retention, whether on a Town-issued phone or a personal phone with a stipend.
- D. If there is a critical public safety or other critical operational need that requires the use of a communications device that is not supported by the Town's standard platform, and such use is approved by the Town Manager and Department Head, then the user of such device is personally responsible for compliance with the public records law and retention schedules with respect to the use of such device and retention of text messages. Employee may meet this requirement by forwarding the text messages to their Town e-mail address.
- E. Employees that do not receive a cell phone stipend and use personal equipment for text messaging communication related to official Town business are personally responsible for compliance with the public records law and retention schedules with

respect to the use of such device and retention of text messages. Employee may meet this requirement by forwarding the text messages to their Town e-mail address.

ARTICLE 16 - MISCELLANEOUS RULES AND REGULATIONS

16.01 Dress and Appearance

Employees represent the Town in their appearance as well as by their actions. Neat and clean personal grooming and hygiene is a requirement of all Employees. Employees who are required to wear a specific uniform are expected to do under this policy. Town Hall office Employees are expected to dress in a manner that is appropriate to public employment and normally acceptable in business establishments. Exceptions may be made for Employees who in addition to their Town Hall office duties, perform functions in the field but only on those days that such functions are required. Jeans may be worn by office Employees only on Fridays, which is designated as a business casual day. Town shirts may always be worn, except that Town t-shirts may only be worn on Fridays.

Hair should be clean, neatly worn, and color must be a natural hue. Moustaches and beards should be neatly trimmed. Pierced ears are the only acceptable exposed form of body piercing; ear gauging is not permitted. As a general rule, no tattoos may be visibly exposed; however, Department Heads may make exceptions to this rule for tattoos which do not deter from the professional appearance of an Employee.

Determination of an Employee's specific dress and appearance is considered a proper supervisory function and will be treated as such. Departments outside of Town Hall may adjust dress standards as deemed appropriate for that department; however, all other appearance standards of this policy remain applicable. If an Employee reports for work improperly dressed or groomed, the supervisor should instruct the Employee to return home to make necessary corrections in appearance. The Employee will not be compensated during such time away from work. Continued wearing of clothing deemed inappropriate by the supervisor may subject the Employee to disciplinary action, in accordance with the Town's progressive discipline policy.

Final decisions on dress will be rendered by the Human Resources Director.

16.02 Political Activity

No Town Employee shall use his/her official authority or influence for the purpose of interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof;

- A. No Town Employee shall display political signs, bumper stickers, etc., on Town vehicles;
- B. No Town Employee shall wear clothing supporting a political candidate/issue during work hours;
- C. No Town Employee shall wear any Town-issued shirts/uniforms while participating in political activity or attending any government meetings, unless attendance in such constitutes a bona fide Town public purpose; or
- D. No Town Employee shall directly or indirectly coerce or attempt to coerce, command, or advise any other officer or Employee to pay, lend, or contribute any part of his salary, or any money, or anything else of value to any party, committee, organization, agency, or person for political purposes.

Nothing contained herein shall be deemed to prohibit any Town Employee from suggesting to another Employee in a noncoercive manner that such Employee may voluntarily contribute to a fund which is administered by a party, committee, organization, agency, person, labor union or other Employee organization for political purposes; from expressing an opinion on any candidate or issue; or from participating in any political campaign during the Employee's off-duty hours, so long as such activities are not in conflict with this subsection. All Town Employees shall retain the right to vote as they may choose and to express their opinions on all political subjects and candidates.

16.03 Outside Employment

Employees are prohibited from engaging in outside employment unless such outside employment does not in any way interfere with their Town employment. The following rules shall

govern all outside employment:

- A. Employees who expect to engage in outside employment shall at least five (5) working days prior to commencing such employment notify his/her Department Head in writing of such employment; Department Head must then promptly notify the Human Resources Director via memorandum to file. Employees who fail to make such notification when engaged in outside employment may be subject to disciplinary action, up to and including Termination.
- B. Town resources, including tools, equipment or materials of any kind shall not be used for outside employment. This also applies to the use of Town telephones during or after working hours.
- C. Outside employment shall bear no connection to the Town nor will any job interfere with work being performed by the Town.
- D. Outside employment shall not conflict with the Town's employment requirements, including any need for overtime, travel or special assignments. Employees accepting outside employment shall make arrangements with the outside employer to be relieved from their duties if and when called for service by the Town.
- E. Outside work of any kind which impairs the health, attendance or effectiveness of an Employee must be terminated, or the Employee must resign from the Town.
- F. All injuries sustained while engaged in outside employment must be reported to the Employee's supervisor prior to the Employee's next scheduled working day.

16.04 Use of Town Equipment

Equipment, tools, etc., issued to Employees by the Town shall be used solely for the performance of Town business. No such equipment, tools, etc., may be altered in any manner without the prior approval of the Employee's Department Head. There is no personal use permitted of any Town property, material, supplies, resources, tools, equipment or vehicles without specific approval from the Department Head or Town Manager.

Any damage to or loss of Town equipment must immediately be reported to the Department

Head.

16.05 Bulletin Boards

There is no personal use of Town bulletin boards. Town bulletin boards are strictly for use by the Town to convey information to Employees.

16.06 Other Rules and Regulations

Other rules and regulations may be promulgated from time to time as required by the Town Manager and will be applicable to Employee conduct providing that such rules and regulations have been duly noticed to Employees; e-mail and/or bulletin board will constitute due notice.

ARTICLE 17 - DISCIPLINE

17.01 General Policy

- A. All disciplinary actions shall be invoked solely when it is for good cause and necessary for the good of the Town.
- B. When punishment is used as a means of discipline, such punishment shall be commensurate with the rule(s) infraction or unsatisfactory job performance level.
- C. Supervisors shall take into account an Employee's total service record when assessing the severity of disciplinary measures.
- D. Employees who have engaged in repeated violations of rules and/or have repeatedly performed at substandard levels may be assessed progressively more severe punishment.
- E. Unless an Employee's work performance is so totally unacceptable as to warrant immediate termination or unless a rules violation is so serious as to warrant an immediate Suspension or Termination, normal progressive discipline should be followed.
- F. When applicable, an Employee should be given corrective assistance / training and

a reasonable amount of time to show improved performance.

Normal Progressive disciplined is defined as follows:

1. Verbal Warning. An employee will receive a verbal warning from the immediate supervisor for the first violation of a minor rule or regulation. This verbal warning will be accompanied by instruction on how this violation can be corrected. A written record of this verbal warning will be placed in the employee's employees record with employee's initial.
2. Written Reprimand. An employee will receive a written reprimand from the immediate supervisor when a violation of a more serious nature of a rule or violation occurs. An employee can also receive a written reprimand if the employee has already received a verbal warning for the same violation or has received several verbal warnings for the same violation or various violations. The written reprimand will be made a part of the employee's employees record and will be signed by the employee. In the case of a refusal to sign the reprimand, another person may be called to witness and sign the refusal.
3. Suspension. An employee will receive a suspension without pay for a violation of a rule or regulation affecting the employee's function and/or departmental efficiency. The employee may also receive a suspension without pay if the employee has received a written reprimand for the same violation, or if the employee has received one (1) or more written reprimands for violations of rules and regulations. Depending on the circumstances the employer may allow the employee to forfeit personal leave hours in the amount of the suspension, in lieu of serving the period. The choice shall rest with the affected employee.

4. Termination/Dismissal. An employee may be terminated for violation of specific rules and regulations. An employee who has accumulated one (1) or more suspensions and one (1) or more written reprimands for the same or related rule and regulation is also subject to dismissal.

17.02 Examples of Employee Misconduct Which May Lead to Disciplinary Action.

The foregoing lists of examples in this section shall not be construed as being exclusive of any other Employee misconduct which may lead to disciplinary action, up to and including Termination of employment.

- A. The following is a list of examples for which discipline will generally be administered via standard progressive discipline procedures:
 1. Behaving in a discourteous manner to the general public or other persons with whom the Employee has contact during business hours.
 2. Unexcused absences, late arrival to work, unauthorized early departure from work.
 3. Reporting back to work station late from lunch or designated break period.
 4. Carelessness and/or failure to observe established safety rules. Violating any provision of the Town's Safety Control Procedures Manual, as amended from time to time.
 5. Engaging in horseplay such as wrestling, throwing objects, practical jokes or similar forms of disorderly behavior.
 6. Failing to report a job-related accident.
 7. Fighting.
 8. Sleeping on the job.
 9. Neglecting job duties.

10. Failing to report health or safety hazards known to an Employee.
 11. Incompetence.
 12. Violating established Town or department policies, procedures, or directives.
- B. There are some instances in which the seriousness of the violation warrants the immediate dismissal of the Employee, without utilizing the process of progressive discipline. Each incident is to be considered on its own merit, but the following violations are examples of those which may result in more severe discipline up to and including immediate termination:
1. Wanton or willful neglect in the performance of assigned duties.
 2. Deliberate misusing, destroying, damaging, or stealing any Town property or the property of any Employee.
 3. Falsification of employees or Town records, including employment applications, accident records, work records, purchase orders, time sheets or any other report, record or application.
 4. Making false claims or misrepresentations in an attempt to obtain sickness or accident benefits, workers compensation, or unemployment benefits.
 5. Insubordination by the refusal to perform work assigned or to comply with the reasonable written or verbal instructions of the supervisory Employees.
 6. Unauthorized possession of firearms, explosives, drugs, weapons, or alcohol on Town property, or while in control of Town equipment.
 7. Conduct which is unlawful or interferes with the Employee's ability to provide a satisfactory level of job performance.
 8. Abandonment of position / absence without approved leave.
 9. Permitting another person to use Town identification, using another

person's identification, or altering a Town identification.

10. Accepting bribes from any person(s) doing, or seeking to do, business with the Town.
11. Use or attempted use of position to secure an advantage in any manner.
12. Engaging in a misdemeanor or felony criminal offense, as determined by either an internal investigation or the judicial process.

ARTICLE 18 - GRIEVANCES

18.01 General Policy

A. Right of Employees

Non-Department Head, non-probationary Employees shall have the right to present grievances, individually, as a group, or through a designated representative. In so doing, Employees shall be assured of freedom from restraint, interference, discrimination, and reprisal. Such grievances shall be presented only through established lines of authority as hereinafter set forth. All grievances must be submitted in writing within ten (10) working days of the event or action giving rise to the grievance.

B. Election of Remedies

On any issue which may be heard by the Town Council and is also subject to be heard by the Public Employee Relations Commission (PERC), the Employee must elect which procedure to follow. Selection of one procedure will prohibit the use of the other procedure. An "issue" under this Section means an issue arising out of a single occurrence or set of events.

C. Lines of Authority

Grievances of Employees, in order to be considered, shall be presented in the

following manner:

- Step 1. The Employee shall first discuss the grievance with the Employee's immediate supervisor within ten (10) working days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the Employee becomes aware of the cause of action. If the event(s) which gave rise to the grievance occurred at a time when the Employee was on Personal Leave Time, or other compensated leave, the ten (10) working day period shall commence immediately upon the Employee's return from such compensated leave. Step 1 shall be on an informal and oral basis but may at the Employee's option include a representative of the Employee. The immediate supervisor shall render a decision for approval by the Department Head within five (5) working days after presentation of the grievance. The Department Head will approve/disapprove the supervisor's recommendation within five (5) working days; the date of Department Head approval/disapproval shall be considered the date of completion of Step 1.
- Step 2. Any grievance which cannot be satisfactorily settled with the Employee's supervisor at Step 1 shall next be submitted to the Department Head, either through the Employee Representative and the Employee or solely by the Employee, at the Employee's option. Such grievance shall be presented to the Department Head in writing within five (5) working days of the date of completion of Step 1. The grievance shall be discussed by and between the Employee and, at the Employee's option, the Employee Representative and the Department Head within five (5) working days of receipt of grievance in writing. Within five (5) working days after this discussion, the Department Head shall render a decision in writing.
- Step 3. Any grievance not satisfactorily settled at Step 2 may be appealed to

the Town Manager within five (5) working days from the date the Department Head has rendered a decision. This appeal shall be submitted in writing and a copy of the original written grievance must be attached. The Town Manager shall render a decision within five (5) working days of receipt of the appeal.

- Step 4. Any grievance not satisfactorily settled at Step 3 may be appealed to the Town Council within five (5) working days from the date the Town Manager has rendered a decision. This appeal shall be submitted in writing and a copy of the original written grievance must be attached. Within thirty-one (31) calendar days from the receipt of such appeal, the Town Council will hold a hearing to consider the matter. The Town Council's decision shall be final.

18.02 Items which may be the subject of a grievance

A non-department head, non-probationary Employees may submit a grievance on any action or failure to act on the part of the Town relative to alleged violations of the Employees Rules, Regulations, and Benefits. Department Heads and probationary employees are not eligible to use the grievance process.

18.03 Demotions; Suspensions; Terminations

Prior to the Demotion, Suspension, or Termination of any Employee, the Town shall give the Employee written notice and hold a conference as is hereinafter provided.

- A. Predetermination Procedures; Notice; Form; Delivery
1. Except in the extraordinary situations described in Subsection 18.03(E), the Employee shall be given notice of the proposed action in time for the notice to be received by the Employee at least two (2) working days prior to the date the action is to be taken.
 2. The notice shall be in writing and shall be either mailed to the Employee by certified mail, return receipt requested, or delivered personally to the

Employee who must sign and date a receipt acknowledging the notice. If the Employee refuses to sign and date the receipt, the person responsible for delivering the notice shall sign and date the receipt as an indication that the Employee has so refused. A mailed notice shall constitute full and complete notice even if the mail is refused or ignored by the Employee.

3. The notice shall be signed by the Town Manager and shall include the following:
 - (a) The date the Town proposes to take final action.
 - (b) The charges or reasons for the action. Identification of any documents on which the charges are based shall be included.
 - (c) A statement advising the Employee that a conference will be held prior to the proposed effective date of the action, at the time and place specified in the notice.
 - (d) A statement that this conference is the opportunity for the Employee to respond to stated charges and that Employee's response will be given full consideration.
 - (e) A copy or summary of Subsection 18.03 shall be enclosed with the notice.

B. Predetermination Conference

1. The conference shall be conducted by the Town Manager, with the Human Resources Director in attendance.
2. The person conducting the conference shall convene the conference at the time and place specified in the Notice; shall identify himself, the Employee, and all other participants; and shall explain that the purpose of the conference is to hear the Employee's side of the charges so as to protect the Employee from erroneous or arbitrary adverse action, and that the Town's further purpose is to afford the Town an opportunity to reevaluate its

position after reviewing the information presented by the Employee and to affirm or alter its action as may be warranted.

3. The conference shall be informal and shall not be in the nature of an evidentiary hearing. The Employee may bring an attorney or qualified representative to assist and advise the Employee, but discovery, cross-examination, and similar legal procedures are not permissible.
4. The Employee shall be permitted to submit relevant information, orally or in writing, or both, with the privilege being reserved to the Town to give such information the weight as it deems proper. The Employee shall be informed that if the he/she chooses to make no response; the Town will proceed on the basis of the best information it can obtain without such response.
5. At the conclusion of the conference, the presiding person shall inform the Employee when the Town will decide whether or not to take the disciplinary action and that the Employee will be promptly notified.

C. Notice of Final Action

If the Town Manager determines after the conference that he/she will proceed with the Demotion, Suspension, or Termination of the Employee, the Employee shall be promptly notified in writing by personal delivery or by certified mail, return receipt requested, of the Employee's right of appeal to the Town Council. The Town will assure that the provisions of Part VI of Chapter 112, Florida Statutes, Law Enforcement Officers' and Correctional Officers' Bill of Rights, are followed in the case of any Employee covered by that statute, and that the provisions of Part VIII of Chapter 112, Florida Statutes, Firefighters' Bill of Rights, are followed in the case of any Employee covered by that statute.

D. Interim Period

1. During the period between the first notice and the effective date of the action, the Employee shall be expected to perform the Employee's usual

duties without disrupting fellow Employees, or other persons, or the Town's activities. If, however, it is deemed highly desirable or necessary that the Employee not continue to perform the same duties in the same location during this period, the Town may temporarily assign the Employee to other duties.

2. An Employee who is under formal investigation by the Town for violation of a rule, policy or statute for which dismissal is a penalty, may be placed on administrative leave until the completion of the investigation.

E. Extraordinary Situations

1. In extraordinary situations, such Employee may be suspended or terminated without two (2) working days' prior notice of such action. Example of extraordinary situations include: 1) when the retention of an Employee may result in damage to property, 2) when the retention of an Employee may be detrimental to the best interests of the Town, or 3) when the retention of an Employee may result in injury to the Employee, a fellow Employee, or some other person. Written or oral notice of such action, evidence of the reasons therefore, and an opportunity to rebut the charges must be furnished to the Employee at the time of such Suspension or Termination.
2. Notice in an extraordinary situation shall include a statement as to the reasons for, and an opportunity for rebuttal of, the Suspension or Termination. The notice shall be in writing, sent by certified mail, return receipt requested, or delivered orally to the Employee in the presence of a witness. If the Town determines after the rebuttal that it will proceed with the Suspension or Termination of the Employee, the Employee shall be promptly notified in writing, by personal delivery or by certified mail, return receipt requested, of the Employee's right to appeal to the Town Council. During the period between notice and the effective date of the action, if any, the Employee may be placed on administrative leave. The Town will assure that the provisions of Part VI of Chapter 112, Florida Statutes, Law

Enforcement Officers' and Correctional Officers' Bill of Rights, as amended from time to time, are followed in the case of any Employee covered by that statute, and assure that the provisions of Part VIII of Chapter 112, Florida Statutes, Firefighters' Bill of Rights, as amended from time to time, are followed in the case of any Employee covered by that statute.

F. Appeals to the Town Council

1. An Employee who submits a voluntary Resignation that is accepted shall not have the right to appeal to the Town Council.
2. An Employee who has earned Regular Status shall have the right to appeal to the Town Council any Suspension, Demotion, or Termination, except that:
 - a. An Employee who is promoted and subsequently demoted prior to attaining Regular Status in the higher Pay Grade shall not have the right appeal the Demotion.
 - b. An Employee who is promoted and subsequently receives a reduction in pay prior to attaining Regular Status in the higher Pay Grade shall not have the right to appeal the reduction in pay unless the action results in a lower rate of pay than that which the Employee was receiving prior to Promotion.
 - c. An Employee who accepts a reduction in pay, a Demotion, or a transfer shall waive all rights to appeal such action if the Employee has signed a statement that the action is voluntary.
3. Any such appeal must be submitted in writing to the Human Resources Director within five (5) working days of the Employee's receipt of the notice required by either subsection 18.03(C) or 18.03(E). Within thirty-one (31) calendar days from the receipt of such appeal, the Town Council will hold a hearing to consider the matter. The Town Council's decision shall be final.

18.04 Time Limits Extensions

The time limits established in Article 18 may be extended in writing by mutual consent of the aggrieved Employee and the person responsible at the applicable step in the grievance procedure. If either the aggrieved Employee or the applicable person is on authorized leave, the time limits will automatically be extended until such leave is completed. If no extension is granted in accordance with the foregoing, then any grievance or appeal not submitted by the affected Employee within the prescribed limits will be deemed as denied.

18.05 Minimum Requirements of Appellate Hearings

All appellate hearings involving a Demotion, Suspension or Termination of employment shall comply with the provisions of Section 286.011, Florida Statutes, as amended from time to time, and shall also meet the following minimum requirements:

- A. The affected Employee shall be entitled to a hearing at which the Employee makes a personal appearance before the Town Council;
- B. To ensure an efficient hearing process, the Town Council may implement pre-hearing and hearing procedures, and issue pre-hearing orders: provided that those procedures and orders are not inconsistent with subsection 18.05.C and D;
- C. The affected Employee shall be afforded an adequate opportunity to present evidence, rebut evidence presented against the Employee, present whatever defense the Employee elects to present, and examine and cross-examine witnesses;
- D. The affected Employee has a right to be represented by counsel or other representative of the Employee's choosing.

ARTICLE 19 - SEPARATIONS

19.01 Resignations

Advance notice of Resignation is beneficial to both the Employee and the Town. Employees desiring to resign from employment with the Town shall submit a written Resignation

letter to the appropriate Department Head and the Human Resources Director. Employees must provide at least fourteen (14) calendar days advance notice of Resignation; unless the Employee is a Department Head, in which case he/she must provide at least thirty (30) days advance notice of Resignation.

Given the critical position and additional time required to hire the Town Manager or a Department Head, a notice incentive is authorized to encourage advance notification of resignation in the amount of one month's severance pay for each additional month of notification above and beyond the required minimum thirty (30) days, not to exceed three month's severance pay (for providing the Town with four months' notice).

Following the provision of the required notice, the Employee's Resignation shall take effect as stated in the notice and the Employee shall receive all available benefits. Failure to give the required notice shall result in loss of hours of accrued leave benefits for each regular work day/shift that the required notice exceeds the actual notice. For example, an Employee otherwise entitled to 480 hours of personal leave who is required to give two (2) weeks' notice and gives only one (1) week notice, shall only be paid for 440 hours of personal leave ($5 \times 8 = 40$; $480 - 40 = 440$).

Employees must actually work the days/shifts of their required notice unless determined by the Town Manager to be in the best interest of the Town, to accept a Resignation and place the Employee on available leave through the effective date of the Resignation. Failure to comply with such order shall result in the immediate Termination of the Employee's employment.

The Town Manager may waive the applicable time requirement for extenuating circumstances and if the affected Employee's service record warrants such waiver. Relevant factors shall include: length of service, history of discipline, and specific reason(s) necessitating the waiver.

19.02 Retirements

In accordance with general law, retirement is not mandatory. Nevertheless, any Employee who meets the requirements as established by the Florida Retirement System may submit an application for retirement to this State-operated retirement system. Questions regarding retirement may be presented to the Human Resources Director or directly to the Florida Retirement System.

19.03 Abandonment of Position

- A. "Abandonment of Position" is defined as an Employee's voluntary absence from work without approved leave for two (2) or more consecutive scheduled days; or one (1) shift for Fire-Rescue Employees; it is deemed to be an unwritten resignation.
- B. When an Employee's conduct under this policy implies that the Employee has abandoned the position, the Human Resources Director shall initiate a pre-determination proceeding pursuant to Section 18.03 of this Policy.

19.04 Terminations

Subject to the procedures set forth in Sections 17 and 18, an Employee whose performance is unsatisfactory or who is guilty of a violation outlined in Section 17.02(B) or a repeated violation outlined in Section 17.02(A) of these Employees Rules, Regulations, and Benefits may be subject to Termination of employment. In addition, an Employee who has engaged in a misdemeanor or felony criminal offense of any Federal and State law may be subject to the Termination of employment.

The Town Manager and Department Heads, being at-will Employees, may be subject to Termination of employment without cause.

19.05 Reduction in Force

- A. In the event of a reduction in force, the Employees' performance record will be the primary factor in the determination of which Employees are laid-off. If performance records are equal, Employees will be laid-off in the inverse order of their seniority in their current positions.
- B. Employees will be recalled from being laid-off in accordance with their seniority in the position from which they were laid-off. No new Employees shall be hired in any position for which a laid-off Employee meets the requirements for until all Employees on laid-off status in that position have had an opportunity to return to work. No laid-off Employee shall retain recall rights beyond eighteen (18) months

from the date of the layoff. It shall be the sole responsibility of the Employee to keep the Human Resources Director advised as to the current location and contact information where the Employee may be reached for recall. Any Employee recalled shall respond within two weeks of the recall notification and shall report to work on the date and at the time and place set forth in the notice. Failure to so respond or to so report shall be deemed as an Abandonment of Position.

19.06 Final Pay

A. The final paycheck will be issued to the Employee on the first regular payday following the date of Employee separation or within five (5) business days after Employee separation, whichever is greater. This may be waived to allow for earlier issuance by the Town Manager (or the Town Council for the Town Manager).

B. Employees will be paid for accumulated personal leave up to a maximum four hundred eighty (480) hours. Employees hired prior to 2005 will also be paid 25% of any sick leave remaining on the books.

C. On or before the effective date of an Employee's separation from employment with the Town, or as otherwise ordered, the Employee shall return to the Employee's department head all Town property issued to the Employee. Such property shall include, but not be limited to, books and records, uniforms, keys, and tools. Additionally, on or before the effective date of an Employee's separation from employment with the Town, the Employee shall pay any unpaid balance on any computer loan from the Town. The value of any property not so returned and/or the unpaid balance on a computer loan from the Town shall be deducted from the Employee's final pay (final paycheck and/or leave payout) to the extent allowed by applicable law.

D. A department head who has completed two (2) years of continuous service in his/her position and resigns at the request of the Town Manager may receive four (4) weeks of severance pay. After the initial two (2) years, another two (2) weeks of severance pay may be added for each completed year of service in his/her position, up to a maximum of twenty weeks of severance pay for ten or more years of service. A department head who is terminated for cause or resigns not in good standing shall not be entitled to severance pay.

ARTICLE 20 - EMPLOYMENT FILES

20.01 Files Maintained

An official employment file shall be maintained for every Employee and shall contain complete information pertinent to the Employee's employment, including but not limited to dates of employment, classification change(s), pay change(s), disciplinary action against such Employee, awards received, if any, pertinent to the Employee's employment and all periodic performance evaluations.

20.02 Inspection of Files

Each Employee covered by this Policy shall have the right to inspect his/her official employment file; provided, however, that such inspection shall take place off duty, or on duty with the permission of the Employee's Department Head. An appointment to review the file must be made with the Human Resources Department. The file will be reviewed at the location where the official employment file is kept in the presence of the Human Resources Director or designee. The Employee shall have the right to obtain duplicate copies, consistent with the Town's normal policy and payment for such copies under the Public Records Act.

20.03 Responses

Employees shall have the right to file a written response to any letter of reprimand or other document which is placed in the Employee's official employment file, subsequent to the effective date of this Policy, as a result of supervisory action or citizen complaint within ten (10) calendar days of the time the Employee becomes aware, or should have become aware, of the inclusion of such document in the Employee's file. Employees shall be immediately advised of any such document being placed in their official employment file. At the Employee's request, any such written response shall be included in the Employee's official employment file together with the letter of reprimand or other document against which it is directed.

20.04 Confidentiality

The Town will protect the confidentiality of each Employee's official employment file to the extent permitted by law.