



**TOWN OF TAPPAHANNOCK, VIRGINIA
PERSONNEL POLICIES MANUAL**

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CHAPTER 1 ORGANIZATION AND ADMINISTRATION

1.1 PURPOSE OF PERSONNEL POLICIES

It is the policy of the Town of Tappahannock Town Council:

- A. To establish reasonable rules of employment conduct (i.e., guidelines for management and employees to follow) and to ensure compliance with these rules through a program consistent with the best interests of the Town and its employees. **THIS MANUAL IS NOT, AND SHALL NOT BE CONSTRUED AS, AN EXPLICIT OR IMPLIED CONTRACT, SHALL NOT MODIFY ANY EXISTING AT-WILL STATUS OF ANY TOWN EMPLOYEE, AND SHALL NOT CREATE ANY DUE PROCESS REQUIREMENT IN EXCESS OF FEDERAL OR STATE CONSTITUTIONAL OR STATUTORY REQUIREMENTS. THE TERM AT-WILL MEANS EMPLOYEES CAN TERMINATE OR BE TERMINATED AT WILL. EXCEPTIONS ARE EMPLOYEES HAVING WRITTEN CONTRACTS FOR A SPECIFIED PERIOD OF TIME SIGNED BY THE TOWN MANAGER OR TOWN COUNCIL.**

Additionally, it is the policy of the Town to strive for safety in all activities and operations and to carry out the commitment of compliance with health and safety laws applicable to the Town by enlisting the help of all employees to ensure that public and work areas are free of hazardous conditions.

- B. To provide equitable conditions of employment for Town employees;
- C. To establish and maintain uniform standards of employment and compensation;
- D. To provide assistance to Department Heads and supervisors in their administration of personnel matters;
- E. To provide equal employment opportunity and treatment regardless of race, religion, color, sex, age, national origin, political affiliation, pregnancy, childbirth or related medical condition, marital status, disability, genetic information, veteran or military status, sexual orientation, gender identity/expression, or other protected status; and
- F. To comply with applicable federal and state laws and regulations concerning employee safety.

1.2 EXPECTATIONS OF TOWN EMPLOYEES

The Town of Tappahannock expects the following from its employees:

- A. To demonstrate a professional, considerate, friendly, and constructive attitude toward citizens, visitors, elected officials and fellow employees;
- B. To perform assigned tasks in an efficient manner; and
- C. To adhere to the policies adopted by the Town of Tappahannock.

1.3 TOWN RIGHTS

The Town of Tappahannock retains the sole right to exercise all managerial functions including, but not limited to, the following:

- A. The right to dismiss, assign, supervise, and discipline employees;
- B. The right to determine and change the starting and ending times of the work day and shifts, as well as to set, change, or otherwise determine employee compensation and working conditions; and
- C. The right to establish, change, and abolish its policies, practices, rules and regulations at will, and as is necessary to meet changes in law and changing conditions.

1.4 ADOPTION OF PERSONNEL POLICIES

The personnel policies set forth in this Personnel Policies Manual supersede all previous personnel policies and serve as the official personnel policies of the Town of Tappahannock, Virginia.

1.5 ADMINISTRATION

The Town Manager shall be responsible for the administration of the Town personnel program. The Town Manager may delegate responsibility for administering the Town personnel program to another full-time Town employee. Decisions made by those designated to administer these policies may be appealed by the affected employee to the Town Manager or their designee.

This Manual is intended to address most personnel situations and actions for which the Town Manager is ultimately responsible. However, those situations not specifically covered shall be interpreted and acted upon by the Town Manager in keeping with the intent of these policies and procedures.

The policies in this Personnel Policies Manual are in addition to other departmental rules or policies where such other rules or policies are required by Federal or State law or need of the department. The policies of this manual, where in conflict, supersede other personnel related departmental rules or policies.

1.6 SCOPE

These policies and procedures shall apply to all departments, positions and employees of the Town of Tappahannock except for employees specifically exempted by actions of the Town of Tappahannock Town Council.

1.7 COMPLIANCE

Department Heads shall take necessary and prompt action to ensure compliance with these

policies within their respective departments.

1.8 LIMITATIONS

The policies set forth herein are not intended to create a contract, nor are they to be construed to suggest any express or implied contractual obligations of any kind with the Town. Any non-mandated benefits outlined within this Manual are subject to approved annual appropriation by the Town of Tappahannock Town Council. The Town retains the right to amend, cancel or otherwise change any of these policies and procedures at any time as circumstances may warrant with the approval of the Town Council. In any instance where adopted policy differs from the distributed policy, the most recent adopted policy shall prevail.

Employment with the Town is voluntarily entered into and the employee is free to resign at any time. Similarly, the Town may terminate the employment relationship and such termination or any other form of discipline shall be a judgment reserved to the Town at its sole discretion.

1.9 AVAILABILITY AND ACKNOWLEDGEMENT OF PERSONNEL POLICIES

The Human Resources Manager shall be responsible for overseeing the maintenance of a complete and current set of personnel policies and for ensuring that these policies and any amendments are brought to the attention of Town employees. In addition, an updated copy shall be maintained in the office of each department head. Each Town employee shall be given a copy of the personnel policies at the beginning of their employment service with the Town, and will be provided copies of any changes to them, as adopted by the Town of Tappahannock Town Council. All employees will acknowledge receipt of these policies via a signed and dated statement, which will be maintained within the employee's personnel file. The Personnel Policy Manual shall be available for review by any employee or the public during the Town's regular business hours.

1.10 DEPARTMENTAL POLICIES AND PROCEDURES

Department Heads have the authority to establish and maintain policies and procedures to guide their department consistent with the Personnel Policies Manual.

All policies and procedures established by Department Heads must be forwarded to the Human Resources Department for approval.

If any information in department established policies and procedures conflicts with the Personnel Policies Manual, this Manual takes precedence unless otherwise authorized by the Town Manager.

1.11 PERSONNEL DEFINITIONS

Where used within these personnel policies, the following words and terms shall have the

meaning indicated below:

Anniversary Date – The date that an employee commenced work in their position.

Applicant – An individual who indicates a specific interest in a current job vacancy for which the Town is hiring, and, provides all required information on an application form.

Break in Service – Any separation from service to the Town of Tappahannock whether by resignation, retirement, layoff, dismissal, disability, or absent without leave when the employee is subsequently re-employed. An authorized leave without pay shall not be considered as constituting a “break in service.”

Blog - A self-published diary or commentary on a particular topic that may allow visitors to post responses, reactions, or comments.

COBRA - The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Town’s health plan when a “qualifying event” would normally result in the loss of eligibility. Some common qualifying events are: separation of employment (i.e., resignation, retirement); death of an employee; a reduction in an employee’s hours from full-time to part-time; an employee’s divorce or legal separation; or, when a dependent child no longer meets eligibility requirements.

Commercial Motor Vehicles - Vehicles which have a manufacturer’s gross vehicle weight rating (GVWR) or gross combination weight rating (GCWR) of 26,001 pounds or more; or

- a. Vehicles made to carry sixteen (16) or more passengers, including the driver; or
- b. Vehicles that transport hazardous materials that have to be placarded by federal law.

Controlled substances - Any drug or substance assigned a DEA controlled substance code number in the following groups: Opiates, Opium derivatives, Hallucinogenic substances, Depressants, and Stimulants. The mere possession of a valid prescription or over-the-counter drug for medical reasons does not constitute a policy violation. In addition, the use of such a drug also will not constitute a policy violation, as long as the drug does not affect the driver’s ability to function on the job.

Demotion – Movement from one class of position to another of a lower salary range in which the employee meets the minimum qualification requirements.

Disability Retirement – Separation initiated by the employee when an employee is unable, for health reasons, to continue to work. Depending on the circumstances, the employee may be eligible for disability retirement in accordance with the provisions of the Virginia Retirement System.

Discipline – Action taken against an employee ranging from verbal reprimand to dismissal, depending on the severity of the employee’s unsatisfactory work performance or misconduct.

Dismissal – An involuntary separation of an individual’s employment initiated by the Town.

Driver - Any Town of Tappahannock employee who operates a vehicle on behalf of the Town and on Town business or activity or who is employed in a safety sensitive position.

Drug - Any substance that is unlawful to possess under either the Federal Controlled Substances Act or state law, or any substance that could affect one's ability to function on the job.

Employee – An individual who, in consideration of wages or salary works for the benefit of the Town and is compensated through the Town payroll. “Employee” shall not include:

- Members of Town Council;
- Members of boards, commissions and authorities;
- Independent contractors.

Essential Personnel – Employees who hold certain positions that provide necessary health, safety and emergency Town services regardless of adverse conditions. The designation of essential personnel does not preclude making assignments to other, typically non-essential, personnel during extreme emergencies. Essential personnel status is designated on job descriptions.

Exempt and Non-Exempt Employees – “Exempt” employees are those employees not covered by overtime pay provisions of the Fair Labor Standards Act (FLSA), while “Non-Exempt” employees are those covered under the overtime pay requirements of the FLSA.

Extended family - shall be defined as aunts, uncles, nieces, nephews and cousins.

Full-Time Employee – a regular employee who works for the Town on a full-time continuous basis, without time limitation and regularly scheduled to work 40 hours per week.

Harassment - Harassment is unwelcome conduct that is based on race, religion, color, sex, age, national origin, political affiliation, pregnancy, childbirth or related medical condition, marital status, disability, genetic information, veteran or military status, sexual orientation, gender identity/expression or other protected status. Harassment becomes unlawful where:

- a. Enduring the offensive conduct becomes a condition of continued employment, or
- b. The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Immediate family – Shall be defined as the employee's: Spouse; children, including step children, foster children and legal dependent(s); parents, including step-parents; parents-in-law; grandparents; grandparents-in-law; sons-in-law; daughters-in-law; grandchildren; brothers, including step-brothers; brothers-in-law; sisters, including step-sisters; sisters-in-law; or any relative either by blood or marriage living in the employee's household.

Layoff – A temporary or indefinite reduction in the workforce due to economic conditions, lack of work or funds, Town or department reorganization, or other appropriate reasons, initiated by the Town.

Non-essential Employee – An employee who is not typically required to work during adverse conditions. Adverse conditions are declared and defined by the Town Manager.

Occupational Disease – An occupational disease is defined as a disease arising out of and in the course of employment, but, unless otherwise provided by the Virginia Workers’ Compensation Act, not an ordinary disease of life to which the general public is exposed outside of employment.

Page - The specific portion of a social media website where content is displayed, and managed by an individual or individuals with administrative rights.

Part-Time Temporary Employee – Any employee who is assigned to a work week of less than 40 hours per week for a period of less than one year, unless otherwise required by Virginia or federal law. Part-time temporary employees may not work more than 29 hours per week or 125 hours per month. Part-time temporary employees shall not receive fringe benefits.

Pay Grade – A level within a pay scale in which job classes with similar job evaluation factors are assigned.

Performance Evaluation – A systematic review of employees in the effective accomplishment of their assigned duties and responsibilities. A recommendation for a salary increase may or may not be included in the evaluation.

Personnel File – Official file of information pertaining to each employee.

Post - Content an individual shares on a social media site or the act of publishing content on a site.

Probationary Employee – The status of a classified employee who is still within their probationary period of employment.

Probationary Period – The working test or trial period of employment beginning on the first day of work and extending as provided herein.

Profile - Information that a user provides about themselves on a social networking site.

Promotion – Movement from one class of position to another of a higher salary range in which the employee meets the minimum qualification requirements.

Public Safety Employee – Those employees of the Town in a Police Officer or Firefighter position.

Qualifications – The minimum education, experience and any special job-related requirements, which must be fulfilled by a person prior to appointment or promotion.

Reasonable Suspicion - A belief based on objective and articulated facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol such that the employee’s ability to perform the functions of the job is impaired or such that the employee’s ability to perform their job safely is reduced.

Reclassification – A change in the classification of a position or group of positions.

Re-Employment– When an employee’s services are terminated and that employee is subsequently employed again with the Town.

Regular Employee – The status of a classified employee who has successfully completed the initial probationary period. Regular employees work 40 hours per week for not less than 52 weeks per year.

Reinstatement – The time an employee returns to work from an authorized leave of absence or goes from a non-pay status into a paid status. Reinstatement means that the employee is treated as if on leave without pay for the time they were away from the Town.

Resignation – Voluntary separation initiated by an employee who chooses to leave Town service.

Retirement – Voluntary separation initiated by an employee who chooses to leave Town service in which the provisions of the Virginia Retirement System shall apply.

Safety-Sensitive Position – Positions in which job performance can affect the safety of the employee and others.

Secondary (Outside) Employment – Employment in any capacity other than the employee’s primary Town job.

Separation – An event that separates the Town and employee.

a.

Social Media - A category of Internet-based resources that integrate user-generated content and user participation. This includes but is not limited to, social networking sites, microblogging sites, photo and video-sharing sites, wikis, blogs and news sites.

Social Networks - Online platforms where users can create profiles, share information, and socialize with others using a range of technologies.

Speech - Expression or communication of thoughts or opinions in spoken words, in writing, by expressive conduct, symbolism, photographs, videotape, or related forms of communication.

Supervisor – An employee who has the responsibility for directing and evaluating the work of other employees.

Take-Home Vehicle – A passenger vehicle in the Town fleet that is assigned to an employee whose job-related assignments and responsibilities require the vehicle to be taken home during off-duty hours to support immediate callback or other job-related use beyond the scheduled work day. Vehicles excluded from this policy include: clearly marked police and fire vehicles, unmarked vehicles used by law enforcement officers if the use is officially authorized, and any vehicle designed to carry cargo with a loaded gross vehicle weight over 14,000 pounds

Transfer – Movement of an employee from one position to another position. Transfers can take place within a department, between departments, between positions of the same pay grade or between positions of the same class.

Unauthorized Absence – Any absence from the job during a scheduled work period, without approval from the employee’s immediate supervisor or when an employee does not follow the proper request or verification procedure for an absence.

Wiki - Web page(s) that can be edited collaboratively.

Workers’ Compensation – Worker’s Compensation is defined as a type of leave from employment that results from an employee’s incapacity to work, and that has been determined to have resulted from an injury or occupational disease such that the employee

is entitled to benefits required by the Virginia Workers' Compensation Act.

Workplace – Any Town owned or leased property (including parking lots), and/or any site where official duties (including business-related activities for or on behalf of the Town) are being performed by a Town employee during regular work hours or while operating a motor vehicle or machine leased or owned by the Town.

Work-Related Injury – An injury is defined as an injury by accident arising out of and in the course of employment.

CHAPTER 2 EQUAL EMPLOYMENT OPPORTUNITY

2.1 DISCRIMINATION, HARASSMENT, AND RETALIATION

- A. The Town is committed to being an equal opportunity employer. The Town does not discriminate against individuals in employment on the basis of an individual's race, religion, color, sex, age, national origin, political affiliation, pregnancy, childbirth or related medical condition, marital status, disability, genetic information, veteran or military status, sexual orientation, gender identity/expression, protected activity, or any other legally protected status, nor does the Town tolerate any form of harassment in the workplace against individuals on the basis of race, religion, color, sex, age, national origin, political affiliation, pregnancy, childbirth or related medical condition, marital status, disability, genetic information, veteran or military status, sexual orientation, gender identity/expression, protected activity, or any other legally protected status. Protected activities include, for example, making a complaint of discrimination or harassment or participating in an investigation of such a complaint. Discrimination based on race includes discrimination on the basis of traits historically associated with race, including hair texture, hair type, and protective hairstyles, such as braids, locks, and twists. This prohibition of discrimination and harassment applies to all terms and conditions of employment from the hiring stage through the cessation of employment.
- B. Harassment is a form of discrimination and can take many forms. Harassment includes conduct or behavior that is insulting or derogatory to an individual based on race, religion, color, sex, age, national origin, political affiliation, pregnancy, childbirth or related medical condition, marital status, disability, genetic information, veteran or military status, sexual orientation, gender identity/expression, protected activity, or any other legally protected status. Harassment can include, for example, racial, ethnic, sexual, or religious insults or jokes, unwelcome comments, or conduct or stereotyping on the basis of one of the above delineated protected classifications. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.
- C. Any unwelcome behavior constitutes harassment in violation of this policy when (1) submission to such conduct is 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 creates an intimidating, hostile, or offensive working environment.
- D. The successful achievement of equal opportunity throughout the Town can only be achieved with the maximum support and cooperation of all employees. The Town requires all of its employees, as a condition of employment, to act in accordance with this policy of non-discrimination, non-harassment, and equal opportunity for all individuals. Specific responsibilities are as follows:

1. The Town Manager is designated as the Equal Employment Opportunity Officer and is primarily responsible for ensuring that the Town Department Heads are aware of this policy and pertinent laws, guidelines, executive orders and regulations controlling equal employment opportunity and other anti-discrimination policies.
 2. Department Heads have a responsibility for the observance of this policy. This responsibility includes supporting programs and practices designed to develop understanding, acceptance, commitment and compliance within the intents and purposes of this policy.
- E. The Town will not tolerate retaliation, including any adverse employment action, harassment, or other form of retaliation, against an employee because that employee filed a complaint of discrimination or harassment, participated in a complaint-related investigation, or otherwise opposed discrimination or harassment.
- F. Please see the Discrimination and Harassment Complaint Procedure in Section 2.3 for the procedures for reporting or complaining about any violations of this policy.

2.2 REASONABLE ACCOMMODATIONS

- A. The Town is committed to providing reasonable accommodations to individuals with disabilities; i.e., individuals who are qualified to perform the essential functions of the particular position, but require reasonable accommodation. The Town is also committed to providing reasonable accommodations to employees for known limitations related to pregnancy, childbirth, or related medical conditions, including lactation. In addition, the Town will provide a reasonable accommodation for an employee's sincerely held religious belief if the accommodation would resolve a conflict between the employee's religious beliefs or practices and a work requirement. The Town will provide a reasonable accommodation unless doing so would create an undue hardship for the Town.
- B. Employees in need of an accommodation should contact their supervisor and the Human Resources Manager with the request. The Town will engage in an interactive process with the employee and, if needed, a health care provider, to determine what, if any, reasonable accommodation is available.
- C. Although an employee's specific request will be considered, the Town reserves the right to determine ultimately whether an accommodation can be provided and the accommodation to be provided.
- D. Please see the Discrimination and Harassment Complaint Procedure in Section 2.3 for the procedures for reporting or complaining about any violations of this policy.

2.3 DISCRIMINATION AND HARASSMENT COMPLAINT PROCEDURE

- A. Employees who believe that they have been a victim of, or a witness to, any type of discrimination, harassment, or retaliation during the course of employment must promptly notify their immediate supervisor or, if such reporting is inappropriate, they must report it to the Human Resources Manager. Once reported, the supervisor

or Human Resources Manager will notify the Town Manager. Any involved employee may also personally contact the Town Manager to report a complaint.

- B. In the event the complaint is concerning the Town Manager, the employee should contact the Mayor of the Town or the Human Resources Manager.
- C. Once reported, a Town representative or designated agent will then investigate the complaint. The Town retains the discretion to determine the method and means of the investigation, but in most cases, the investigation will involve meeting with the alleged victim, the alleged wrongdoer, and relevant witnesses. Although the Town must necessarily investigate the complaint and cannot assure complete confidentiality, the Town will maintain the confidentiality of the complaint to the extent possible.
- D. Once the investigation is complete, the Town will take any warranted remedial action the Town deems necessary to end the discrimination or harassment or to prevent an offense from being repeated.
- E. The Town will not tolerate any form of retaliation against employees who, in good faith, make a complaint of discrimination, harassment, or retaliation, assist in making such a complaint, or cooperate in an investigation of such a complaint.

CHAPTER 3 EMPLOYMENT

3.1 EMPLOYMENT AT WILL

- A. All Town employees are considered employees-at-will under Virginia law and this policy.
- B. In the event of voluntary resignation and separation from employment employees are requested to submit a signed written notice, to include the effective date, to the employee's supervisor at least 21 calendar days prior to the effective date of resignation (or 30 days in advance for Department Heads).
- C. Eligible employees may exercise grievance rights under Chapter 15 of the Personnel Policies Manual. However, during the initial probationary period an employee has no grievance rights under the Personnel Policies Manual.

3.2 EMPLOYMENT

- A. Authorization from the Human Resources Manager is required prior to initiating any recruitment or appointment.
- B. Procedures may be modified by the Human Resources Manager when deemed necessary to best serve the interests of the Town.
- C. All records relating to employment, recruitment, or appointment (excluding confidential medical information submitted as part of a medical leave, accommodation request or similar), will be maintained in one central file location as designated by the Human Resources Manager and maintained in accordance with the Virginia Public Records Act and all other applicable state and federal laws. Medical information will be kept in a separate secure file.

3.3 NEPOTISIM

- A. The Virginia State and Local Government Conflict of Interests Act provides that members of an officer's or an employee's immediate family may be employed in the employee's division, department or agency only under the following conditions:
 - 1. The employee does not participate in the decision to hire the employee's immediate family member;
 - 2. The employee exercises no control over the employment or the employment activities of their immediate family member; or,
 - 3. The employee is not in a position to influence the employment activities of their immediate family member.
- B. Based on the above criteria, the Town shall not hire an employee's spouse or immediate family member, as defined in Section 1.11 of this Manual, or those living in the same household as the employee, in a supervisor-subordinate relationship.
- C. If the relative relationship that violates this policy is established after employment, the two employees involved shall decide who will seek a position change, if a

position is available for which that individual qualifies, or who is to terminate Town employment. If a decision is not made within 30 calendar days, the Town Manager shall make the decision.

- D. Department Heads shall ensure that this policy is enforced when making recommendations for employment, promotions, transfers or demotions. Any concerns or questions regarding an applicant's or an employee's eligibility under this policy shall be directed to the Human Resources Manager.

3.4 IMMIGRATION LAW COMPLIANCE

The Town complies with the Immigration Reform and Control Act of 1986 and is committed to employing only United States citizens and aliens who are authorized to work in the United States. The Human Resources Department retains copies of I-9's and accompanying documentation, as permitted by and consistent with law.

3.5 CONFLICTS OF INTEREST

State Conflicts of Interest law is intended to sustain public trust in the conduct of public business by those entrusted to carry out that business. It is the policy of the Town of Tappahannock that Town employees understand and follow that law and these guidelines. Town of Tappahannock employees have an obligation to be fully compliant with the Virginia State and Local Government Conflict of Interests Act and to conduct business within guidelines that prohibit actual or potential conflicts of interest.

The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

- A. To the extent required by state law, the Town Manager shall ensure that a copy of the State Chapter on Conflicts of Interest is provided to any new employee required by law to file a disclosure statement of personal interest.
- B. Employees are hereby placed on constructive notice of the existence of certain other state laws prohibiting certain conduct or the acceptance of certain gifts. These laws apply to all employees and are not limited to only those who are required to file disclosure statements or to whom the state chapter on conflicts law is to be provided. Under the laws of the Commonwealth of Virginia, violations of these laws may be considered criminal offenses.
- C. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the Town's business dealings. For the purposes of this policy, a relative is any person who is related by blood, marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.
- D. No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts or leases, it is imperative that they disclose such relationship to the Town Manager as soon as so that safeguards can be established to protect all

parties.

- E. Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the Town does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the Town.

3.6 PROBATIONARY PERIOD

The probationary period is intended to give employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. This period is considered a trial period or extension of the selection process, which is used to evaluate employee capabilities, work habits and overall performance.

A. Initial Probationary Period

1. A probationary period of 6 months is established for all new or re-employed employees appointed to full and part-time positions.
2. Personnel action may be taken against any employee whose performance does not meet the required standards. During the initial probationary period, all employees are subject to personnel action without prior notice or access to the Grievance Procedure.
3. This initial probationary period does not create a contract of employment or otherwise alter employees' at-will employment status. Either the employee or the Town may end the employment relationship at any time during or after the probationary period.

B. Secondary Probationary Period

1. An employee who is appointed to another Town position (through promotion, transfer or demotion) may be required to complete a secondary probationary period of 6 months.
2. Each probationary employee who is transferred from one position to a similar position of an equal salary range shall retain the months successfully served in the former position towards earning regular status, as well as for the annual merit salary review.
3. Should an employee serve an unsatisfactory probationary period in the newly assigned position, the employee may, with the approval of the Town Manager, be allowed to return to their former position or to a comparable position for which the employee is qualified, prior to the end of the probationary period, without prejudice. Such an action is dependent upon the availability of such position and the Town's needs. Where no appropriate vacancy exists, the employee's employment with the Town shall be terminated.
4. The employee's status as a regular employee is not changed during the secondary probationary period that results from a change in position (promotion, transfer or demotion) within the Town. The initiation of any

secondary probationary period does not create a contract of employment or otherwise alter employees' at-will employment status.

- C. Extension of Probationary Period
 - 1. When it is deemed to be in the best interest of the Town, the initial probationary period may be extended for a maximum of an additional 6 months.
- D. Separation During Probationary Period
 - 1. The Department Head shall provide a probationary employee the opportunity to discuss problems involving their position at any time during a probationary period, or extension thereof, if it is determined that a probationary employee's work performance, work attitude or other related work activities are not at an acceptable level of competence expected for the position.
 - 2. Should the employee's performance fail to improve, the Town may elect to terminate employment.
 - 3. If the employee decides that the particular job is not what they desire, the employee may resign.

3.7 SECONDARY EMPLOYMENT

- A. Town employees shall not engage in secondary (outside) employment during regularly scheduled work hours, while at the Town's facilities, or when using the Town's supplies, equipment, materials or personnel.
- B. Town employees shall not engage in any employment, activity or enterprise, that has been or may be determined to be inconsistent, incompatible, in conflict of interest with or have the appearance of conflict of interest with the duties, functions or responsibilities of Town employment.
- C. Town employees shall notify the Human Resources Manager in writing prior to accepting employment outside of their regular Town employment. The request shall be sent to the Town Manager for written approval. Any such approved outside employment must not interfere with the performance of the employee's job or conduct or responsibilities to the Town.
- D. Employees found in violation of this policy may be subject to disciplinary action up to and including dismissal.

3.8 ACCESS AND CHANGES TO PERSONNEL FILES

- A. The Human Resources Manager shall maintain the official Town personnel files for all employees.
- B. The official personnel file shall be defined as the employment file containing personal and job-related information relevant to the individual's employment with

the Town.

- C. Personnel files are the property of the Town, and the information they contain shall not be disclosed or disseminated except as required by law.
- D. Only officials and representatives of the Town who have a legitimate reason to review information in a file are allowed to do so.
- E. Employees are required to provide adequate notice to their department head of their desire to be released from work to review their personnel file (the employee does not have to disclose the reason for the request). The employee shall make an appointment with the officer designated to maintain the file to review their personnel file.
- F. With reasonable advance notice, employees may review material in their personnel file but only in the presence of the Human Resources Manager or their designee.
- G. Employees are responsible to notify the Human Resources Manager of any changes in personnel data. Personal mailing addresses, telephone numbers, and names and telephone numbers of individuals to be contacted in event of an emergency. Further education, accomplishments and other such status reports should be accurate and current at all times.
- H. Requests for personnel information by outside sources pertaining to verification of employment for current and previous employees shall be forwarded and answered by the Human Resources Department. All requests must be submitted in writing and accompanied by a release signed by the current or previous employee.
 - I. Requests for information on previous Police Department applicants shall be forwarded and answered by the Police Department.
- J. The Human Resources Department shall verify employment and release information pertaining only to dates of service, position held, and final or current salary for persons who are currently or no longer employed with the Town.
- K. Additional information may be released by the Town as authorized by the current or former employee on the appropriate form or as otherwise may be required by law.

CHAPTER 4 COMPENSATION AND EVALUATION

4.1 RATES OF PAY

All rates prescribed in the scales of pay are the standard rates of pay authorized for full-time employment for the hours specified for each class of positions. When employment is on a part-time basis, only the proportionate part of the rate for the time actually worked shall be paid.

4.2 PERFORMANCE EVALUATION

A. The Town's performance evaluation program is designed to help ensure quality services through improving skills and performance. Assigned duties and responsibilities of an employee shall be evaluated annually by the employee's immediate supervisor. Any changes to job descriptions shall be submitted to the Human Resources Manager for review. Recordkeeping for employee reviews (including probationary evaluations) will include all written documentation and remain on file in accordance with the Virginia Public Records Act and all other state and federal laws.

B. Uses of the Performance Evaluation Program

The formal performance evaluation program shall be used to:

1. Provide both supervisors and employees with the opportunity to discuss job tasks, identify and correct areas of identified weaknesses or opportunities for skills improvement, encourage and recognize strengths and discuss positive, purposeful approaches for meeting goals;
2. Motivate employees to improve work performance;
3. Increase employee morale through management recognition;
4. Serve as the basis for salary increase recommendations;
5. Improve communications between supervisors and employees; and,
6. Serve as part of the justification for recommendations pertaining to personnel actions (promotion, demotion or dismissal).

C. Confidentiality

The performance evaluation process is strictly confidential. Every effort shall be made by all parties involved to maintain employee confidentiality.

D. Timing of Performance Evaluations

1. Performance evaluations are conducted after 90 days of an employee's probationary period in a regular full-time or part-time position.
2. Performance evaluations for non-probationary employees are to be completed annually by the first (1st) of the month of the employee's anniversary date.
3. Additional evaluations or discussions may be scheduled as required by

the employee's supervisor or as required by the performance program guidelines.

4. A non-probationary employee who receives a less than satisfactory performance rating may receive additional time to improve work performance when it is deemed to be in the best interest of the Town and the employee. The Department Head shall submit a written justification and recommendation for extending the review period to the Town Manager for approval. The maximum period for an extension shall be 60 days.

A supplemental performance evaluation shall accompany the department's employment status recommendation to the Town Manager at the conclusion of the extended performance review period.

E. Review Process for Performance Evaluations

1. Performance evaluations will be prepared by an employee's immediate supervisor using the Town's standard format.
2. After writing the performance evaluation, the supervisor will give the performance evaluation to the Human Resources Manager for review prior to presenting it to the employee.
3. The supervisor will then meet with the employee to discuss performance. The employee will provide comments as the employee deems appropriate and employee and supervisor will sign the appropriate form. A copy will then be given to the employee and a copy retained for the Town's records.
4. If the employee is in disagreement with the supervisor's evaluation of their performance, the employee can request a review of their evaluation with the Town Manager. The Town Manager has final review and approval authority for performance evaluations.

4.3 MERIT SALARY INCREASE

Merit based pay adjustments are authorized by the Town Manager in an on-going effort to recognize the quality of employee performance. The decision to award a merit-based adjustment is dependent upon numerous factors documented in the formal performance evaluation process.

1. It is Town policy to provide eligible employees with opportunities for annual merit salary increases based upon receiving a satisfactory or better performance evaluation provided sufficient Town funds are available. A merit increase is not an entitlement, nor a right of employment, nor an integral part of the pay system to be awarded automatically. Rather, it is an expression of management recognition of the performance of the employee to the Town.
2. Annual merit salary increases are based upon an eligible employee receiving a satisfactory or better performance evaluation, positive recommendation by the supervisor, and approval by the Town Manager.

3. Each eligible employee may be advanced through the pay grade on the basis of performance until the maximum of the pay grade is reached.
4. Employees who have reached the maximum of their pay grade may receive a lump sum bonus payment in lieu of a merit increase.
5. All submissions for merit salary increases shall be accompanied by the completed performance evaluation.
6. Eligibility:
 1. The following employees are eligible to be considered for annual merit salary increases based on satisfactory or better performance in accordance with this policy:
 - a. Regular full-time employees; and,
 - b. Regular part-time employees.
 2. Eligibility for merit salary increases shall not be affected by:
 - a. Salary adjustments due to change in hours of work;
 - b. Revisions made to the Compensation Plan;
 - c. Promotion, transfer and demotion; and,
 - d. Satisfactory completion of active military service in accordance with the Military Leave Policy.

4.4 LONGEVITY INCREASE

After an employee reaches the maximum rate for their class, they are eligible for a lump sum payment calculated based on a percentage of their present salary based on the performance evaluation.

4.5 PROMOTION

- A. When an employee is promoted, the employee shall receive a five percent (5%) salary increase or be brought to the minimum salary of the new, higher paygrade, whichever is greater.
- B. All promotions may change the employee's anniversary date.
 1. If an employee is promoted within 6 months of their anniversary, their anniversary date shall be changed to the promotion date.
 2. If an employee is promoted more than 6 months from their anniversary, their anniversary date shall remain the same.
- C. All promoted employees are required to serve a probationary period in accordance with Section 3.7.
- D. Exceptions to this policy may be granted by the Town Manager.

4.6 DEMOTION

A demotion is the movement of an employee from one class of position to another of a lower pay grade.

- A. An employee may be demoted to a position for which they qualify for any of the following reasons, subject to approval of the Town Manager:
 - 1. When an employee would otherwise be laid off because the position is being abolished, lack of work, lack of funds or other organizational changes;
 - 2. When an employee is unable to meet the satisfactory performance standards over a period of time or when removed during probation following a promotion;
 - a. When an employee voluntarily requests such demotion; or,
 - b. For the good of Town services.
- B. When an employee is demoted from a class in which they were originally appointed, the salary shall be reduced to the place in the new pay grade that is immediately below their salary prior to demotion.
- C. A demotion shall change the employee's anniversary date.
- D. All demoted employees are required to serve a probationary period in accordance with Section 3.7.

4.7 TRANSFER

- A. There shall be no change in salary as the result of a lateral transfer.
- B. When an employee is transferred into any position, other than moving within the same classification and pay grade level, the employee shall be paid at a point within the pay grade based on their qualifications for the new position and the employee's anniversary date shall change.
- C. All transferred employees are required to serve a probationary period in accordance with Section 3.7.

4.8 RECLASSIFICATION

- A. Upon an upward reclassification of a position, an employee shall receive the greater amount of either the minimum rate for the new pay grade or the next higher rate of pay in the new pay grade as compared to the rate of pay in the lower pay grade.
- B. Upon a downward reclassification of a position, an employee shall be placed in the new pay grade at a point equal to or closest to their current rate of pay, so that the employee is not penalized by a reduction in pay. When the employee's rate of pay prior to reclassification exceeds the maximum of the new, lower pay grade, the employee's rate of pay shall be frozen at the existing rate of pay until the pay of the lower pay grade matches or exceeds the employee's rate of pay at the date of reclassification/reallocation.
- C. Reclassifications shall not change the employee's anniversary date.

4.9 “ACTING” CAPACITY PAY

- A. When an employee serves in an “acting” capacity for a vacant higher-level supervisory position or other vacant position that is higher in the Town organizational structure for a period exceeding thirty (30) days, such employee may be paid an additional amount for assuming those duties, subject to the availability of funds and the approval of the Human Resources Manager and Town Manager.
- B. Department Heads shall submit requests for the appointment of an employee to an “acting” capacity to the Human Resources Manager for positions they supervise. If approved by the Human Resources Manager, it shall be forwarded to the Town Manager for approval. The Town Manager has the right to select or approve individuals for any available “acting” position in the Town Manager’s sole discretion, including Department Heads.
- C. When an “acting” capacity promotion to an authorized, budgeted and established position is approved by the Town Manager, the employee’s compensation for performance in the “acting” capacity may be granted a temporary increase of up to a maximum of ten (10) percent of the employee’s current annual salary, or to the minimum of the new position’s pay grade, whichever is greater, subject to the availability of funds and the approval of the Human Resources Manager and Town Manager. The level of the “acting” pay increase shall be determined on a case by case basis with consideration to the “acting employee’s current pay rate.
- D. An employee selected for an “acting” position under this policy must meet the minimum qualifications for the position and must perform all duties required of the position.
- E. The employee’s performance pay increase date for their regular position shall not change due to serving in an “acting” position assignment.
- F. Barring exceptional circumstances, at the end of the period constituting the “acting” position assignment, the employee shall return to the position, grade and salary held prior to the “acting” position assignment with appropriate adjustments for performance pay increases during the period of the “acting” position assignment.
- G. The Town Manager may make exceptions to this policy at their sole discretion and shall report such decisions to the Town Council.
- H. This policy does not apply to positions appointed by the Town Council, which are not part of the Town’s classification and compensation system.

4.10 OVERTIME AND COMPENSATORY TIME

A. Policy

It is the policy of the Town to adopt and implement the provisions of the Fair Labor Standards Act (FLSA), as amended, as the fundamental wage and hour policy of the Town. Further, it is the policy of the Town that any overtime work necessary for the continued effective operation of the Town shall be managed in the most

efficient and economical manner possible. The Town reserves the right to compensate employees in the form of compensatory time in lieu of cash payment, in accordance with FLSA standards.

B. Authorization For Overtime

1. Overtime work shall be authorized to cover emergencies, inclement weather conditions and unusual working requirements, and may be authorized only by the employees' Department Head prior to such work being performed.
2. Non-exempt employees will receive overtime pay at a rate of one and one-half (1 ½) times their regular rate of pay for each hour worked in excess of a 40- hour work week.
3. Non-exempt police personnel, with arrest powers, who are required to work overtime because of emergency situations, shift shortages, illness, circuit court cases, etc. will be paid at a rate of one and one-half times their regular rate for all hours worked over the maximum number of hours for the work period in effect at that time consistent with the Fair Labor Standards Act. These employees will be paid at their regular, straight time rate for all hours worked under the maximum for the work period in effect.
4. Non-exempt police personnel without arrest powers, and civilian personnel assigned to the Police Department, who are required to work in excess of 40 hours in a normal workweek will be paid at a rate of one and one-half times their regular rate for each hour worked over 40 hours in the workweek.
5. Exempt employees are ineligible for overtime pay and do not receive compensatory time.
6. It is the responsibility of each Department Head to determine that overtime pay is administered in the best interest of the Town. Department Heads shall ensure that, whenever possible, overtime assignments are distributed as equitably as practical to all employees qualified to perform the required work. In addition, it is equally important for the Department Head to eliminate unauthorized overtime. Failure by a Department Head to eliminate unauthorized overtime will result in disciplinary action, up to and including dismissal.
7. No employee (excluding Public Safety personnel who are actively involved in a call for service) shall start work before the authorized starting time, work through the meal period, or work past the authorized ending time without prior authorization from their Department Head.
8. Failure by an employee to work scheduled overtime or working overtime without prior authorization from the Town Manager may result in disciplinary action, up to and including dismissal.

C. Categories of Jobs

Under the FLSA, there are two (2) basic categories of jobs:

- a. Exempt (E) – Those employees not covered by the overtime provisions of the FLSA; or,

b. Non-exempt (N) – Those employees covered by the overtime provisions of the FLSA.

D. Record Keeping

Each department must keep a daily and weekly time and attendance record of hours worked, sick leave, annual leave, holidays, leave without pay, and other categories of leave and overtime hours for each work period. Records must be submitted to the Payroll Department at the end of each pay period. All employees' time cards, time and attendance records, leave slips, on-call records, overtime records and payroll records shall be kept in accordance with the Commonwealth's record retention regulations as issued by the Library of Virginia.

E. Questions on Applicability

All questions about the application of this policy or the FLSA should be directed to the Human Resources Manager. Additionally, copies of all policies, practices or procedures issued by a Department Head, as it relates to any provisions of this policy, must be approved by the Town Manager prior to implementation.

4.11 **HOLIDAY PAY**

- A. Full-time employees are paid their regular rate of pay for days designated as Town holidays in the Personnel Policies Manual. The number of hours paid for each holiday is dependent on their normal work shift. Employees scheduled to work on holidays may be given another day off within the work period as their holiday day off. Permanent Part-time employees, along with Temporary and Seasonal employees, are not entitled to paid holidays.
- B. All full-time employees required to work on Town holidays will receive their regular holiday pay for that day in addition to compensation for hours worked, provided another day in the work period is not designated a holiday day off. Thus, pay will be at the rate of twice their regular rate for all hours worked on the holiday.
- C. When a holiday falls on a full-time employee's scheduled day off, one of their scheduled working days within the same work period in which the holiday occurs may be designated by the Department Head as the official holiday.
- D. All full-time employees, including police officers, required to work on Town holidays and taking another day off in the work period will use holiday time off before annual leave.

4.12 **CALL-BACK PAY**

- A. Non-exempt employees called in to work outside their normally scheduled work hours shall be entitled to receive a minimum of one hour's pay at the appropriate overtime provisions for their class, or overtime pay for the actual hours worked, whichever is greater. Employees shall be paid from the time they receive the call to report to work until the time they are released. Employees are not paid for the time

spent traveling to their home.

- B. Department heads, superintendents, and plant technicians required to return to work under this policy shall be reimbursed for the mileage on their personal vehicle as established in Section 12.1 of the Personnel Policy Manual. Council, Planning Commission, Board of Zoning Appeals and other Council Committee meetings are not a return to work for department heads for mileage reimbursement.

4.13 ON-CALL PAY

- A. Non-exempt employees who are required to be on an "on call" status in various departments will receive seven (7) hours straight time pay for the period they are on call. In the event that an employee is "on call" during a week in which a holiday falls, they shall receive one (1) additional hour of straight time pay for the holiday, for a total of eight (8) hours straight time pay for the period they are on call.
- B. Designated employees will be on-call for a one (1) week period beginning at 12:00a.m. Saturday and ending at 11:59p.m. the following Friday.
- C. Any hours an on-call employee is engaged in actual work will be compensated in accordance with the call back pay provisions established in Section 4.12 of the Personnel Policies Manual.
- D. On-call employees and employees called in to return to work under this policy shall be reimbursed for the mileage on their personal vehicle as established in Section 12.1 of the Personnel Policies Manual.
- E. During periods of extreme weather conditions (snow, freezing cold weather, etc.), Department Heads, with Town Manager approval, may assign an additional employee to be on an "on-call" status.

4.14 INCLEMENT WEATHER AND EMERGENCY CLOSING PAY

During an authorized closing determined by the Town Manager, employees are compensated in accordance with the following provisions:

- 1. All non-essential full-time employees do not report to work, but shall receive compensation as if they reported to work as usual. No additional compensation will be granted to employees who do report to work and perform their regular duties. Exempt employees will receive their regular pay. Non-exempt full-time employees who are required to work or are defined as essential shall be compensated as follows:
 - a. Shall receive regular hourly pay for all hours actually worked during the authorized closing and those hours will be included in the calculation of any overtime for the work week.
- 2. All non-essential part-time employees do not report to work, and do not receive compensation for any closing due to inclement weather. Non-exempt part-time employees who are required to work or are defined as

essential shall be compensated as follows:

- a. Shall receive their regular hourly rate for all hours worked during the authorized closing and those hours will be included in the calculation of overtime for the work week.
3. Employees who are on pre-approved leave as defined herein when an authorized closing is announced shall have the hours within the authorized closing credited to the weather event, and not to annual leave balances. Any leave approved that falls outside the authorized closing shall be credited to annual leave as previously arranged.
4. Employees who are unable to report to work when the Town is running on a normal schedule may utilize annual leave or leave without pay.

4.15 PAYROLL DEDUCTIONS

A. Pay Deductions

1. The Town is required by law to make certain deductions from every employee's compensation. These mandated deductions include but are not limited to Federal and Commonwealth of Virginia income taxes and Social Security taxes. The chapter pertaining to employee benefits provides additional information regarding payroll deductions. Additionally, pay may be affected by disciplinary actions as described in Chapter 14 in this Manual.

B. Garnishment

1. Garnishment is the legal permission of creditors to collect part of an employee's pay from the Town. The Town cannot refuse to honor such levies, as they represent an order from the Court to withhold and pay to the Court a specific amount of an employee's earnings.
2. Upon receipt of an order of garnishment, a written notification of the garnishment shall be sent to the employee. A copy of the garnishment shall be placed in the employee's personnel file.

C. Administrative Pay Corrections

1. The Town takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on scheduled paydays.
2. In the event that an error in pay is detected, the employee shall promptly notify the Department Head or Payroll Department of the discrepancy. Payroll errors shall be corrected as soon as possible.
3. Both underpayments and overpayments shall be corrected as soon as possible. If an overpayment results in the employee owing a substantial amount, a schedule of repayments may be arranged with the employee to minimize the inconvenience.

D. Recording Time

1. Accurately recording time worked is the responsibility of every employee. Time sheets are used to meet Federal and Commonwealth of Virginia record keeping requirements and serve as the basis for calculating employee pay and benefits.
2. Tampering, altering, or falsifying time sheets or recording time on another employee's time sheet may result in disciplinary action, up to and including dismissal.

CHAPTER 5 HOURS OF WORK

5.1 ATTENDANCE

- A. To maintain a safe and productive work environment, the Town expects employees to be reliable and punctual in reporting for scheduled work. Employees are responsible for learning the specific reporting requirements for their department and work unit from their Department Head or Town Manager.
- B. Poor attendance and excessive tardiness may lead to disciplinary action up to and including dismissal.

5.2 WORK SCHEDULES

- A. The Town Manager shall establish the hours of work for employees. The regular workweek is a seven-day period (12:01 a.m. Saturday through 12:00 midnight Friday). Employees work a 40-hour work week (excluding meal periods). When individual work schedules differ from this, compensation shall be made on a proportionate basis. For law enforcement personnel, the workweek shall be a 14 day period and such employees shall be entitled to overtime for hours worked over 86 during that 14 day period.
- B. When a department's normal services necessitate work schedules other than that listed above, work schedules shall be proposed by the Department Head by submitting such request, in writing, to the Town Manager for approval.
- C. Other workweeks and hours may exist for specific classes of employees as a condition of employment.
- D. With the advance approval of the Town Manager, a department may establish an alternative workweek under the following guidelines:
 - 1. Individual and office productivity levels must be maintained. Deadlines must be met, and phones must be covered at all times.
 - 2. All offices must be adequately staffed and supervised to ensure prompt response to client needs during core work hours. It may not be possible for all supervisors to take advantage of the alternative work schedule since adequate supervision of employees is expected. One-person clerical offices may not use an alternate work schedule.
 - 3. Alternative work schedules normally cannot start before 7:00 a.m. and all employees are to begin work no later than 9:00 a.m. Alternative work schedule employees working out in the field may begin work before 7:00 a.m. as long as the actual field work does not begin before 7:00 a.m. (e.g., arrive to work early to load equipment and materials so as to be at job site at 7:00 a.m.).
 - 4. Employees may be required to temporarily adjust their alternative work schedule in order to attend mandatory meetings (staff, council, work

sessions, planning commission, etc.) or assist with exceptional work-loads. In order to administer alternative work schedules simply and efficiently, once an alternative work schedule is determined, employees must commit to the schedule for 90 days. There shall be no indiscriminate changes.

5. Alternative work schedules are to be cost neutral -- no overtime will be permitted that is the sole result of an employee working on an alternative work schedule. Employees working an alternative schedule are to schedule routine doctor and dentist appointments during their time off, if possible.
6. Employees working an alternative schedule must charge their annual leave and sick leave for the amount of hours they would have worked. For example, if an employee is sick on a 10-hour workday, 10 hours must be charged to sick leave. If an employee takes off on a 10-hour workday, 10 hours must be charged to annual leave.
7. Holidays are counted as 8-hour workdays. An employee working a 9 or 10-hour workday schedule will not need to take annual leave to make up the difference.
8. Alternative Work Schedule Options:
 - a. Working a 10-hour workday for 4 days, resulting in one day off every week.
 - b. Working a 9-hour workday for 4 days then one 4-hour workday, resulting in one half day off each week.
9. Department Heads shall advise employees of their individual work schedules.
10. Daily hours of work for employees covered in this policy may be adjusted by the Department Head, with prior approval of the Town Manager. All departments shall demonstrate that they are adequately staffed during the designated hours of Town business prior to approval of adjusted hours by the Town Manager.

5.3 TELEWORK

A. Policy

1. Telework is a work arrangement that allows employees to work at home or at some other off-site location for all or some of their regularly scheduled work hours. Although not all jobs can be performed satisfactorily from other locations, the Town recognizes that, in some cases, telecommuting arrangements can provide a mutually beneficial option for both the Town and employees.

B. Position Eligibility

1. Not all jobs can be performed from off-site locations. In general, positions requiring face-to-face interaction with customers and office personnel are not suitable for telecommuting arrangements.

- C. Types of Telework
1. **Occasional telework:** Occasional telework requests are approved on a case-by-case basis, are infrequent, and are not regularly scheduled. Approval must be documented, which can be done by email.
 2. Occasional telework may be used when an employee:
 - a. Has a personal need at home;
 - b. Has a temporary workplace disruption;
 - c. Has other circumstances approved by the supervisor.
 3. **Regular telework:** Regular telework arrangements are for ongoing telework and must be supported by a written agreement that specifies the requirements and details of the arrangement. The arrangement can last for a defined period or can continue indefinitely with regular review.
- D. Determination Process
1. Supervisors should work with the employee to determine if their request to telework is feasible. The employee's readiness for telework, the needs of the department, communication and impact of the telework on other department members should be taken into consideration.
 2. Employee Readiness
 - a. Supervisors should consider whether the employee has a record of satisfactory performance in the workplace and has demonstrated the ability to:
 - Prioritize and meet deadlines
 - Accomplish tasks with minimal supervision
 - Communicate effectively
 - Manage time effectively
 3. Supervisor and Team Readiness
 - a. Before approving the request, supervisors should consider changes needed to ensure their team continues to meet its objectives. Supervisors should ensure that the employee and work product will be managed as effectively as on-site employees.
- E. Documenting the Telework Arrangement
1. The employee and supervisor must complete the Telework Agreement, Alternate Work Location Safety Checklist and Town Owned or Leased Equipment Provided to the Employee forms.
 2. The completed forms shall be submitted to the Human Resources Manager to be filed in the employee's personnel file.
 3. The agreement may be terminated by either the employee or supervisor.

CHAPTER 6 WORK ENVIRONMENT

6.1 PROTECTION OF EMPLOYEE FROM LIABILITY

- A. It is the policy of the Town to protect its employees against lawsuits arising out of the performance of their duties. All public employees and officers of the Town, when acting within the scope of their employment, are protected from financial loss resulting from a lawsuit or action brought against them.
- B. This policy requires that certain “conditions for protection” must be met to provide an effective defense, namely:
 - 1. The employee must deliver to the Town Manager the original or a copy of any summons, complaint, process, notice, demand or pleading as soon as possible after being served with such document;
 - 2. The employee must provide the Town full cooperation in the defense of such action or proceeding; and,
 - 3. The acts complained of against the employee must not have been malicious or a result of gross negligence, fraud, other willful acts or where an employee has been found to have violated Town policy.

6.2 WORKPLACE VIOLENCE

The Town of Tappahannock seeks to provide a safe workplace for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy. In situations where employees feel comfortable to do so, they should contact 911.

A. Prohibited Conduct

The Town of Tappahannock does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. This list of behaviors provides examples of conduct that is prohibited:

- 1. Causing physical injury to another person.
- 2. Making threatening remarks.
- 3. Displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
- 4. Intentionally damaging employer property or property of another employee.
- 5. Possessing a weapon while on Town property or while on Town business, except that an employee may possess a lawfully owned weapon in a locked private motor vehicle or as required by the employee’s job position.
- 6. Committing acts motivated by, or related to, sexual harassment or domestic violence.

B. Reporting Procedures

Any potentially dangerous situations must be immediately reported to a supervisor or the Human Resources department. Reports can be made anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately, and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled, and the results of investigations will be discussed with them. The Town of Tappahannock will actively intervene at any indication of a possibly hostile or violent situation.

C. Risk Reduction Measures

1. Safety

The Town of Tappahannock conducts annual inspections of the premises to evaluate and determine any vulnerability to workplace violence or hazards. Any necessary corrective action will be taken to reduce all risks.

2. Individual situations

Although the Town of Tappahannock does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform the Human Resources department or their supervisor if any employee exhibits behavior that could be a sign of a potentially dangerous situation. Such behavior includes:

- a. Discussing weapons or bringing them to the workplace;
- b. Displaying overt signs of extreme stress, resentment, hostility or anger;
- c. Making threatening remarks;
- d. Showing sudden or significant deterioration of performance; and/or
- e. Displaying irrational or inappropriate behavior.

D. Dangerous/Emergency Situations

Employees who confront or encounter an armed or dangerous person should not attempt to challenge or disarm the individual. Employees should remain calm, make constant eye contact and talk to the individual. If a supervisor can be safely notified of the need for assistance without endangering the safety of the employee or others, such notice should be given. Otherwise, employees should cooperate and follow the instructions given.

E. Enforcement

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including dismissal. Nonemployees engaged in violent acts on the employer's premises will be reported to the proper authorities and fully prosecuted.

6.3 ALCOHOL AND DRUG FREE WORKPLACE

A. Purpose

The Town of Tappahannock recognizes that alcohol and drug abuse is a serious problem across America. It is, therefore, the goal of the Town to establish and maintain a safe and healthy workplace for its employees, free from drug and alcohol abuse and to protect the safety of its citizens by providing the highest quality of service.

B. Employee Responsibilities

1. No employee shall unlawfully manufacture, dispense, possess, use or distribute any controlled substance, medication or alcohol.
2. Any employee convicted under a Federal or State statute regulating controlled substances shall notify their supervisor and the Town Manager within 24 hours after the conviction.
3. No employee shall consume or be impaired by alcoholic beverages immediately before work, during work hours or while at work during breaks or lunches.
4. No employee shall be impaired by drugs, including marijuana, during working hours.
5. No employee shall represent the Town in an official capacity while impaired by alcohol, marijuana, or illegal drugs.
6. No employee using medication that may impair performance shall operate a motor vehicle or engage in safety-sensitive functions while on duty for the County.
7. If an employee is using prescription or non-prescription medication that may impair performance of duties, the employee shall report that fact to their supervisor. Upon request, the employee shall provide a copy of the prescription or an indication of the medication.
8. An employee who has reason to believe that the performance of another employee is impaired by alcohol, marijuana, illegal drugs and/or medication shall immediately notify the supervisor or Human Resources.

C. Drug and Alcohol Testing

This Alcohol and Drug Free Workplace policy applies to all of the Town's employees. In order to achieve an alcohol and drug-free workplace, employees shall be required to participate alcohol and controlled substances testing as outlined below. In addition, employees performing safety-sensitive functions related to the operation of commercial motor vehicles are subject to the Town's policy developed pursuant to Department of Transportation Federal Motor Carrier Safety Regulations": "Drug and Alcohol Testing Policy for Drivers of Commercial Motor Vehicles." Such employees must submit to testing as required by the DOT policy and this policy. Thus, additional testing for drugs or alcohol may be performed on

a driver employee in compliance with this policy utilizing a separate specimen collected after any DOT required specimen.

D. Guidelines for Screening

1. Reasonable suspicion

If management determines that reasonable suspicion exists to suspect that an employee may be under the influence of drugs or alcohol, the employee will be required to submit to a drug and/or alcohol test. Reasonable suspicion is a belief based on objective and articulated facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol such that the employee's ability to perform the functions of the job is impaired or such that the employee's ability to perform their job safely is reduced. The facts that lead to the reasonable suspicion must be based on specific, contemporaneous, articulated observations concerning the appearance, behavior, speech, or body odor of the employee. Reasonable suspicion can include (a) inappropriate behavior or performance problems on the job; (b) observable indications of substance use; or (c) actual observation of the individual taking drug or alcohol.

2. Supervisors' Actions

Supervisors must take action if they have reason to believe reasonable suspicion of drug or alcohol use exists. A supervisor observing such conditions will take the following actions immediately:

- a. Confront the employee involved, and keep the employee under direct observation until the situation is resolved.
- b. Secure Department Head concurrence to observations; job performance and Town policy violations must be specific.
 1. After discussing the circumstances with the supervisor, the Department Head or designee will arrange to observe or talk with the employee immediately. If they believe, after observing or talking to the employee, that the conduct or performance problem could be due to substance abuse, the employee will be immediately required to submit to a breath test or urinalysis. If the employee refuses to submit to testing for any reason, the employee will be informed that continued refusal will result in disciplinary action, up to and including dismissal.
- c. Employees will be required to release any evidence obtained relating to the observation for further testing. Failure to comply may subject the employee to subsequent discipline, up to and including dismissal. All confiscated evidence will be receipted, with signatures of both the

receiving supervisor and the employee.

- d. If upon confrontation by the supervisor, the employee admits to use but requests assistance, the Department Head or designee in conjunction with Human Resources will arrange for the appropriate test(s) and provide the names of substance abuse professionals (SAP).

3. Document Facts

The supervisor shall, within 24 hours or before the results of the controlled substance test are released, document the particular facts related to the behavior or performance problems, and present such documentation to Human Resources.

4. Transport Employee

The Department Head or designee will ensure that the employee is transported to an appropriate collection site and thereafter to the employee's residence or, where appropriate, to a place of lodging. Under no circumstances will that employee be allowed to continue to drive a Town vehicle or their own vehicle or perform their job duties until a confirmed negative test result is received by Town of Tappahannock.

5. Post-accident Testing

Following an accident or incident involving a Town vehicle, the Town shall require the employee to submit to a blood, urine and/or breath analyzer test if:

- a. The employee receives a citation for a moving traffic violation arising from the accident;
- b. The accident results in the death of a human being or a bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident;
- c. The accident results in damage requiring the vehicle to be towed from the scene;

Post-accident testing should be completed as soon as possible after the accident. Every effort will be made to ensure that the test is conducted within two (2) hours after the accident.

Following the accident, the employee will be taken to a hospital or certified lab in order to have the blood, urine, breath analyzer and/or other appropriate tests. If the employee requires hospital care, the Town will make arrangements to ensure that the appropriate tests are performed at the hospital.

An employee who is seriously injured and cannot provide a specimen at the

time of the accident shall provide the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were any controlled substances in their system.

If an employee does not need hospital care but is required to have a post-accident test under this policy, they shall not use alcohol until eight (8) hours after the accident or until the test is performed, whichever occurs first.

- E. Positive Test(s) or Refusal
 - a. An employee testing positive for alcohol or drug use will be subject to discipline, up to and including dismissal.
 - b. Refusal to submit to testing will also be considered a positive test result.
 - c. An employee who tests positive for drugs under any circumstances described above who remains employed will be required to seek treatment from a certified substance abuse professional. As part of such a program, an employee may be required to submit to periodic testing to assure compliance with the program. Employees will be required to pass a drug test prior to returning to duty.
 - d. Failure to enter a program or refusal to comply with the SAPs recommendations will result in immediate dismissal.

6.4 OPEN DOOR POLICY

The Town of Tappahannock believes that the work conditions, wages and benefits that it offers to its employees are competitive with those offered by other employers in this area and in local government. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisor, Human Resources Manager or the Town Manager.

6.5 PERSONAL APPEARANCE

- A. Town employees are expected to present a clean and neat appearance and dress according to the requirements of their positions. Employees who violate this policy will be sent home and directed to return to work with the proper dress. Under these circumstances, non-exempt employees will not be compensated for the time away.
- B. Town employees, with the exception of those required to wear uniforms or work in the field, are expected to dress in business casual attire.
- C. Shorts, bare mid-riff attire, tank tops, etc. will not be allowed. Clothing with obscene or graphic symbols or wording, such as hats and shirts, will not be allowed. Blue jeans will only be allowed for employees working in the field or on the Town's officially sponsored "dress down" days.

CHAPTER 7 SAFETY AND USE OF TOWN VEHICLES

7.1 SAFETY PROGRAM

A. Safety Policy

1. It shall be the policy of the Town of Tappahannock that every employee is entitled to work under the safest conditions possible. To this end, every reasonable effort shall be made to promote accident prevention.
2. Safety is a fundamental responsibility of employees and management. To this end, the primary responsibility for safety in all work activities rests equally between employees and management.

B. Managerial and Employee Responsibility

1. Department Heads and Town Manager – Department Heads and the Town Manager shall:
 - a. Assume responsibility for safe work areas for their employees;
 - b. Be accountable for preventable injuries, collisions and liabilities caused by their employees. These items shall be taken into consideration during their performance evaluations;
 - c. Ensure that each employee is trained for the job assigned and is familiar with all published work procedures;
 - d. Take the initiative in recommending correction of deficiencies noted in facilities, work procedures, employee job knowledge or attitudes that adversely affect safety efforts;
 - e. Take appropriate disciplinary action against those who fail to follow safety policy and procedures and be prompt to give recognition to those who perform well;
 - f. Ensure advance planning for new work activities to anticipate requirements for needed safeguards and controls;
 - g. Report all accidents and injuries involving Town employees, Town vehicles or Town property in accordance with Town reporting procedures; and,
 - h. Provide safety instructions to assigned employees and provide on-the-job supervision to ensure safe working conditions.
2. Employees – Employees shall:
 - a. Comply with the Town’s safety program’s policies and procedures and directions from their supervisors;
 - b. Report all accidents and safety hazards to the Department Head, as soon as practical, after an accident occurs or a hazard is observed;

- c. Keep work areas clean and orderly;
- d. Avoid engaging in horseplay and avoid distracting others;
- e. Learn to lift and handle materials properly;
- f. Be familiar with the Workers' Compensation policy; and,
- g. Operate assigned vehicles, equipment and machinery in a safe and responsible manner.

7.2 SAFE OPERATION OF TOWN VEHICLES

- A. Employees, who use a Town vehicle, whether occasionally or on a daily basis, are expected to follow Town and Virginia safety procedures and traffic laws. In addition, for the protection and safety of Town employees and the public, every employee is required to follow these safety steps:
1. Any operator of a Town vehicle must possess a valid and appropriate Commonwealth of Virginia driver's license for the class of vehicle they are assigned and/or required to operate. For employees required to operate a Town vehicle, the invalidation, revocation or suspension of their driver's license, or any restrictions placed on their driver's license, must be reported to the Department Head within one workday of the occurrence. Employees who do not report these changes as required shall be subject to disciplinary action, up to and including dismissal.
 2. No employee will be eligible to operate a licensed Town vehicle if they are in violation of section 7.3(c). Employees and volunteers who will be required to operate a Town vehicle and/or personal vehicle during the course of their employment shall complete a DMV Information Request Form. This will give the Town authority to access an individual's Virginia driving record. To the extent the individual's most recent driving history is out-of-state, Human Resources shall require the individual to provide a certified driving record of recent driving history from such state(s). Any employee with an out of state license will be required to furnish a certified copy of their driving record transcript.
 3. If an employee has two preventable accidents with Town owned vehicles in one year, they will be required to undergo a defensive driving course and will be placed on probation not to exceed one year. If the employee has a third preventable accident within the probationary period, their eligibility to operate a motor vehicle on Town business will be revoked.
 4. If an employee who has had their eligibility to operate a Town owned vehicle restored has a preventable accident within two (2) years after the date of their eligibility restoration, a permanent revocation of eligibility to operate a Town owned vehicle will result. Disciplinary action may also be taken.
 5. All drivers of Town owned vehicles may be required to undergo a defensive

driver's training course as established by the Town. Employees who violate section 7.3 (c) will be required to undergo a defensive driver's training course and will be placed on probation for up to one year, but not less than six months. The duration of the probationary period will be determined by the seriousness of the existing violations. Convictions of Driving Under the Influence (DUI) or drug-related incidents may result in a permanent loss of eligibility to operate a Town owned vehicle and may result in dismissal if the ability to drive is part of the job.

6. Safety belts must be properly used by the vehicle operator and any passengers of Town vehicles at all times. The vehicle operator shall be responsible for ensuring that passengers use their safety belts.
 7. Employees are responsible for the proper care of Town vehicles and must be alert to any apparent defects or mechanical problems. Any operational problems shall be reported to the employee's Department Head as soon as possible;
 8. Employees assigned a Town vehicle are responsible for the proper care, periodic inspection, and maintenance of their vehicle.
 9. Smoking lawful tobacco products, illegal intoxicants, and/or vaping are prohibited in Town-owned or leased vehicles.
 10. Cell phone or other personal electronic devices should only be used when hands- free devices may be utilized.
- B. The Town Manager may utilize a Town vehicle consistent with the direction and any contractual arrangements between the Town Manager and Town Council.
- C. Use of personal vehicles in lieu of Town vehicles is permitted when authorized by the Town Manager. When authorization is received, mileage shall be paid at the rate authorized by the IRS or as otherwise established by the Council.
1. Employees using their personal vehicles for Town business, including traveling to seminars, must have at least the legal minimum of liability coverage on their personal vehicle as required by law.
 2. An employee's personal insurance will be responsible for paying claims resulting from accidents when the employee uses their personal vehicle for Town business.
- D. Unauthorized persons shall not be permitted to drive, operate, or ride in or on a Town owned vehicle.
- E. Public Safety Personnel
1. All newly hired sworn police personnel will undergo the Driver Improvement Training as part of their recruit training.
 2. The non-sworn personnel that the Police Chief feels the need to be determined eligible to operate Town vehicles will be trained and certified in the same manner as other Town employees.

3. All police officers, to maintain their eligibility to drive Town Vehicles, will, at the direction of the Police Chief, be retrained in Defensive Driving or 40-hour Academy Driving Course once every four (4) years as part of in-service training.
4. Any sworn officer deemed by the Police Chief as displaying poor driving habits will undergo a Defensive Driving Course at the Academy on an as needed basis.

7.3 DRIVING QUALIFICATIONS, RECORDS AND STANDARDS

A. Licensing

1. Department Heads are responsible for ensuring that their employees are properly licensed and trained to operate Town vehicles. This requires coordination and communication with Human Resources. A valid Virginia driver's license is required to operate Town vehicles. The basic license requirements for passenger vehicles apply, with the following additional requirements for heavy vehicles operated on the highway:
 - a. Those persons required to operate or maintain a vehicle weighing 26,001 pounds or more, gross vehicle weight rating (GVWR); or designated to carry 16 or more passengers, including the driver; or used to transport hazardous materials required to be placarded by federal law, must have a Virginia Commercial Motor Driver's License (CDL). Such license is required for volunteer drivers, and heavy vehicle mechanics. Commercial license requirements do not apply to operators of emergency vehicles, such as fire fighters. However, all operators of emergency vehicles must fully meet the special state and federal skill requirements for driving certifications.

B. Driving Records

1. A valid Virginia Driver's license for the appropriate class of vehicle or equipment that will be operated is required. Employees and volunteers who will be required to operate a Town vehicle and/or personal vehicle on Town business during the course of their employment shall complete a DMV Information Request Form. This will give the Town authority to access an individual's Virginia driving record. To the extent the individual's most recent driving history is out-of-state, Human Resources shall require the individual to provide a certified driving record of recent driving history from such state(s).
2. A Virginia driver's license for current and prospective employees and volunteers may not have DMV restriction codes that limit the driving privilege to the extent that requirements of the jobs applied for or occupied cannot be met.
3. Any and all DMV records shall be maintained in confidential files and updated annually, as may be required by the DMV. Virginia driving

records and history for Town employees may be obtained from the DMV at no expense to the Town or individual concerned. There may be the incurrence of a fee to the employee for out-of-state driving records and history. The Human Resources department shall notify the appropriate Department Head and/or Town Manager when an employee or volunteer's record does not meet the minimum standards described herein this policy.

4. Employees and volunteers who will be required to operate a Town vehicle and/or personal vehicle during the course of their employment on a regular basis shall be added to a DMV monitoring list that will notify the Town immediately of any moving violations, suspensions, revocations, disqualifications, cancellations, reckless driving or driving while intoxicated convictions.

C. Driving Standards

1. A DMV record check of current employees and volunteers may occur, at a minimum, on an annual basis. Drivers must meet minimum standards as determined by the Town. In addition to the annual DMV records check, all employees and volunteers must immediately report any change in their license status with the Commonwealth of Virginia to their Department Head through their immediate supervisor.
2. They must also report, as soon as practicable, but not later than their next immediate workday, any change of or arrest for the following violations: driving under the influence of drugs or intoxicants, driving while intoxicated, refusal to submit to a blood or breath test for determination of drug or alcohol content; reckless driving; leaving the scene of an accident; or vehicular manslaughter or homicide, eluding police, committing a drug offense, regardless of whether or not a motor vehicle was involved, and committing a felony involving the use of a motor vehicle.
3. They must also report any conviction, as soon as practicable, but not later than their next immediate workday, any charge of or arrest for the following violations: driving under the influence of drugs or intoxicants, driving while intoxicated, refusal to submit to a blood or breath test for determination of drug or alcohol content; reckless driving; leaving the scene of an accident; or vehicular manslaughter or homicide, eluding police, committing a drug offense, regardless of whether or not a motor vehicle was involved, and committing a felony involving the use of a motor vehicle.
4. Employees or volunteers must inform Department Heads, through their immediate supervisor, by the next scheduled workday, of any license suspensions, or revocations, or charges being placed for any reason of the offenses list in the subparagraph below, and final disposition of the case. Failure to do so may be grounds for immediate dismissal.
5. Department Heads shall be responsible for sharing any and all reports regarding the above to Human Resources.
6. Moreover, drivers must meet minimum standards as determined by the

Town to use Town vehicles. Town of Tappahannock standards are as follows

- a. No more than two (2) moving violations within the previous twenty-four (24) months (e.g. speeding, failure to yield, violating a traffic signal, failure to stop, improper turn, improper lane change, following too close, reckless driving, etc.)
 - b. No more than three (3) moving violations within the previous thirty-six (36) months.
 - c. No record of convictions associated with driving under the influence (DUI), driving while intoxicated (DWI), reckless driving, eluding police, leaving the scene of an accident, or manslaughter (voluntary or involuntary) within the previous sixty (60) months.
 - d. No record of current revocations or suspensions for any reason (moving violation, failure to pay court costs, etc.)
 - e. No record of previous revocations or suspensions associated with moving violations within the last sixty (60) months.
7. If an employee or volunteer fails to meet driving standards and is in a position where operating a vehicle is essential to the Town, appropriate action will be taken depending on the severity and the number of convictions. Failure to comply with the standards shall be considered cause for dismissal, or other disciplinary measures as deemed appropriate by Personnel Policies Manual or by the Town Manager.
 8. This policy and the procedures set forth herein does not prohibit or preclude the Department Heads from issuing reasonable standard operating procedures with more stringent requirements, as may be appropriate.

7.4 UNIFORMS, PROTECTIVE CLOTHING, AND SAFETY EQUIPMENT

Uniforms, protective clothing, and safety equipment shall be provided to Town employees for their safety. Those positions requiring uniforms and safety equipment shall be identified by Department Heads. All required uniforms and safety equipment shall be purchased by the Department to ensure compliance with federal and state requirements. Loss or excessive wear does not relieve the employee of the responsibility to wear uniforms and safety equipment. The loss or destruction of uniforms or safety equipment due to the employee's negligence shall be the responsibility of the employee.

A. Safety Equipment: *Uniforms and Protective Clothing*

1. Uniforms and protective clothing shall be provided to each employee whose position precludes wearing personal clothing for reasons of safety or prospective damage to normal personal work attire.
2. Town uniforms shall never be worn for any jobs other than approved Town employment.

3. Uniforms and protective clothing shall be replaced when the employee's Department Head determines the uniforms or protective clothing to be non-useable.
- B. Safety Equipment: *Shoes*
- Safety shoes shall be worn by each Town employee whose position requires protective footwear.
- C. Safety Equipment: *Hard Hats*
- Hard hats shall be provided to and worn by each Town employee whose position requires protective headwear.
- D. Safety Equipment: *Gloves*
1. Protective gloves shall be provided to and worn by each Town employee whose position requires protective gloves.
 2. Protective gloves shall be replaced, as they become non-useable. An employee's Department Head shall determine when the gloves need to be replaced.
- E. Safety Equipment: *Safety Eyeglasses*
- Protective eye equipment, e.g., safety eyeglasses, goggles, hoods, etc., shall be provided to and worn by each employee whose position requires protective eye equipment.

7.5 **TAKE-HOME VEHICLE POLICY**

- A. Assignment of Take-Home Vehicles
1. Assignment of a take-home vehicle may be made to those employees whose job duties require immediate job-related use beyond the scheduled work day.
 2. Take-home vehicles are designated to specific position assignments for rapid response purposes and are used to support the Town. Take-home vehicles are assigned where an employee's duties potentially require response or other work-related travel beyond the scheduled work day.
 3. The Town makes assignment of take-home vehicles based on department need and Town Manager approval. Lists of positions approved for a take-home vehicle are kept in each department and are subject to change.
 4. Temporary use of a take-home vehicle for employee positions not previously determined by the department may be authorized by the Town Manager when a specific need is demonstrated.
- B. Use of Take-Home Vehicles
1. Employees may be required to commute to and from work in their Town vehicles for valid business reasons. Such employees are not authorized to use vehicles for uses other than commuting and de minimis personal use.
 - a. De minimis personal use is use that is so small as to make accounting for it unreasonable or impractical. Examples may include transporting

- family members to or from school on the way to or from work, stopping at the store or bank on the way to or from work, stopping to attend an event (child's sporting or school event) on the way home from work.
2. Per IRS guidelines use of a take-home vehicle is considered a benefit, therefore, it is taxable income and must be reported to the IRS.
 - a. Employees will be taxed \$3.00 per work day for the use of a take-home vehicle.
 - b. This will be reflected on the employee's W-2.
 - c. If an employee does not use a take-home vehicle every day and does not wish to be taxed for unused days they must complete submit a Use of Town Vehicle form to Payroll by the 10th of the month for commuting trips for the previous calendar month.
 3. Employees who are authorized for use of a take-home vehicle are required to submit a Town of Tappahannock Vehicle Compliance Agreement annually to the Human Resources department.
 4. Employees will comply with all Town policies regarding vehicle inspections, operations and reporting.
 5. When using the take-home vehicle beyond the scheduled work day, employees will operate the take-home vehicle in a manner which reflects most favorable on the Town of Tappahannock and their department and will not operate the take-home vehicle in a manner or at locations that may bring the Town or department into disrepute.

CHAPTER 8 WORKERS' COMPENSATION

8.1 COVERAGE

The Town provides Workers' Compensation insurance at no cost to employees as provided by the Virginia Workers' Compensation Act upon suffering a compensable work-related injury or illness (occupational disease).

8.2 SCOPE

This policy applies to all employees.

8.3 NOTIFICATION PROCEDURES

- A. All job related injuries and illnesses, regardless of severity, shall be immediately reported to Human Resources including those that occur during emergency or other hours outside the regular operating hours of the Town. The Town Manager and Human Resources Manager shall be notified immediately (at home, if after hours) in the event of a fatality.
- B. Each department shall establish procedures for notification of appropriate personnel for emergency and after-hours situations, including notification of injury or illness of employees during such times. Departmental procedures shall be communicated to all employees affected.

8.4 RESPONSIBILITIES

- A. Employee responsibilities are as follows:
 - 1. Report any and all job related injuries or illnesses, regardless of severity, to immediate supervisor immediately or as soon as possible, but within 24 hours and complete the required forms/reports.
 - 2. Contact the Town's workers' compensation insurance carrier to report the injury and receive the panel of approved physicians.
 - 3. Notify the physician selected that all reports and bills are to be sent to the attention of the Town's workers' compensation insurance carrier.
 - a. Employee shall forward any reports, bills, and/or other documentation received to Human Resources to be forwarded to the Town's workers' compensation insurance carrier.
 - 4. Cooperate with the insurance carrier's claims representative during the investigation of the claim, and continued handling of the claim, including supplying additional information as necessary and keeping appointments for scheduled medical evaluations.
 - 5. Keep supervisor, Department Head and Human Resources advised of status while out on injury.
 - 6. No settlement with third parties should be accepted by an employee unless and until: (i) the employee confers with the insurance carrier's claims representative and ensures that it is acceptable to move forward with settlement and (ii) the employee notifies Human Resources that a third

party settlement has been reached and approval given from the Town's workers' compensation carrier to accept settlement.

- B. Department Head or Designee responsibilities are as follows:
 - 1. Ensure all employees within the department are aware of procedures, changes and regulations regarding workers' compensation.
 - 2. Contact Human Resources to advise of an injury/accident/illness immediately upon receipt of an employee's notification and keep Human Resources informed of the employee's return to work or change in work status.
 - 3. Submit required and completed forms to the Human Resources Manager.
 - 4. Forward all medical bills or other correspondence received from an employee, physician, or medical care facility to the Human Resources Department.
 - 5. Notify Human Resources immediately when an employee is able to return to work either in a light duty or full duty capacity.
 - 6. Cooperate with the insurance carrier during investigation of claims and assist in back-to-work, and light duty programs.
- C. Human Resources Department responsibilities with regard to processing Workers' Compensation claims are as follows:
 - 1. Develop and manage the Town's Workers' Compensation claims program.
 - 2. Maintain records of all workers' compensation claims sent to the Town's insurance carrier.
 - 3. Monitor the progress of all workers' compensation claims handled and, when necessary, provide status reports to departments.
 - 4. Assist departments with processing of workers' compensation claims and coordination of the employee's timely return to light, restrictive or regular duty.
 - 5. Answer questions and respond to inquiries regarding workers' compensation claims.
 - 6. Human Resources is not responsible for approving or denying an employee's workers' compensation claim. The Town's workers' compensation insurance carrier makes the determination, as to approval or denial of claims.

8.5 TOWN DESIGNATED PANEL OF PHYSICIANS

- A. Section 65.2-603 of the Virginia Workers' Compensation Act required that injured employees choose a physician from a panel selected by the employer.
- B. Employer authorized physicians and medical treatment facilities must be used at all times by employees receiving treatment for job-related injury/illness.
- C. Exception to employer authorized physicians and medical treatment facilities may be made in the case of an emergency requiring immediate medical treatment or an injury/illness that occurs outside of normal working hours.
- D. Failure to secure treatment from a designated physician could result in a denial of benefits.
- E. Any change in treating physician shall be made in accordance with the Workers' Compensation Act regulations, and may require approval of the

Town's workers' compensation insurance carrier prior to treatment.

8.6 SECOND OPINIONS AND CHANGES OF PHYSICIAN

- A. Employees receiving medical treatment for a compensable injury or illness may request a second medical opinion or change in treating physician by contacting the Town's workers' compensation insurance carrier and requesting and receiving prior approval.
- B. If any employee obtains a second medical opinion or seeks treatment from a physician not on the Town's panel and without prior approval of the Town's workers' compensation insurance carrier, the employee will be responsible for the cost of such treatment.

8.7 SALARY AND WAGE BENEFITS

- A. In accordance with Section 65.2-509 of the Virginia Workers' Compensation Act, no compensation shall be allowed for the first seven (7) calendar days (including Saturday, Sunday, holidays and does not need to be consecutive) of incapacity resulting from a job related injury or illness.
- B. During the seven (7) day period, the employee may use accrued sick, or in the event the employee's sick leave balance is exhausted vacation or compensatory leave may be used. If the employee has no leave balance, the employee will be placed in a leave without pay status for the seven (7).
- C. If the capacity extends beyond the initial seven (7) day period, workers' compensation benefits (compensation) shall commence on the eighth (8th) day of disability. If such incapacity continues for a period of more than twenty-one (21) calendar days, not including the day of injury, compensation shall be allowed from the first day of such incapacity.
- D. Workers' compensation benefits are provided at a rate of sixty-six and two-thirds (66-2/3) of the average weekly, pre-tax wage of the employee, subject to the weekly maximums as approved by the Virginia Workers' Compensation Commission. This amount is not subject to payroll taxes.
- F. If a workers' compensation claim is initially denied by the Virginia Workers' Compensation Commission and later, after a Commission hearing, the claim is subsequently determined to be compensable under the Act, a leave adjustment shall be made to credit the employee's leave balance(s) for the portion of workers' compensation awarded.

8.8 RETURN TO WORK, MODIFIED AND LIGHT DUTY ASSIGNMENTS

- A. An injured employee must return to work as soon as they are released by the treating physician for regular, restricted, or light duty.
- B. Documentation must be submitted to the Human Resources Department from the treating physician outlining the employee's return to work status, restrictions, and any light duty necessary.
 - 1. The Human Resources Manager and Department Head shall carefully consider the attending physician's report and the availability of suitable modified duty prior to initiating a modified work assignment.

2. The employee shall not be permitted to perform light duty unless approved by the attending physician.
 3. The modified/light duty position for the employee may offer modified duty at a reduced rate and modified duty at a reduced number of hours. During the period of light duty assignment, no employee shall be permitted to work more than their normal working hours.
 4. Such an assignment may not necessarily be in the employee's regular department.
 5. Any return to work action taken by the Town shall be in accordance with the Virginia Workers' Compensation Act.
 6. If an employee has a decreased average weekly wage after returning to work in a modified, light duty assignment, the employee is entitled to sixty-six and two-thirds (66-2/3) of the difference between the pre-injury average weekly wage at the time of the accident/injury and the gross wage they earn after the accident/injury.
- C. If an employee expresses a desire to return to light duty or if a supervisor has any information that the employee may be able to return to work and has not, and has not expressed a willingness to do so, they should contact the Human Resources Department. The Human Resources Manager, if felt warranted, will request an investigation be made by the claims representative.
1. If the investigation indicated that a return to light duty appears to be warranted, then the Human Resources Manager shall submit to the attending physician a copy of the proposed light duty job description for approval.
- D. Employees on light duty assignment may return to their regular duties upon receipt of documentation from the attending physician attesting to the employee's physical and mental fitness to resume regular duties.

8.9 FAMILY MEDICAL LEAVE ACT (FMLA)

- A. Injuries or illnesses approved by workers' compensation generally meet the eligibility of FMLA.
- B. In the event an employee is qualified to receive workers' compensation, the period of time the employee is out of work and receiving workers' compensation benefits will be designated as FMLA leave and will count against the employee's FMLA leave entitlement, provided the employee is otherwise eligible for FMLA leave.

8.10 CLAIM DENIALS

- A. If a claim is denied, the employee shall be charged accrued sick leave for all work time for which the employee was absent. Compensatory, annual or leave without pay shall be used if accrued sick leave has been exhausted. If the employee has no accumulated leave, arrangements shall be made with the employee to repay any compensation advanced.
- B. If an employee receives a letter of denial from the insurance carrier, there are two courses of action that may be pursued:
 1. Submit any medical bills and a copy of the denial letter to the employee's

- health insurance carrier for payment.
2. An employee has the right to appeal denial of workers' compensation coverage to the Virginia Workers' Compensation Commission. It is important to the employee to follow all appeal procedures and time constraints as directed by Virginia law and the rules and regulations of the Commission.

8.11 LIMITATIONS AND EXCLUSIONS

- A. Not all injuries that occur during work hours are compensable under the Act and or/the definitions provided by the Virginia Workers' Compensation Commission.
- B. An employee receiving workers' compensation wages is prohibited from engaging in activities that may impair their recovery, such as strenuous recreational or other physical activities, without approval of the authorized treating physician and notification to the insurance carrier's claims representative.

CHAPTER 9 LEAVE

9.1 LEAVE DEFINED

Leave is any approved absence during regularly scheduled work hours that has been authorized by the proper authority. Leave may be authorized with or without pay. Absence without leave (AWOL) is considered unauthorized leave and is subject to disciplinary action.

9.2 TYPES OF LEAVE

- A. Holiday Leave
- B. Annual Leave
- C. Sick Leave
- D. Bereavement Leave
- E. Civil Leave
- F. Military Leave
- G. Leave Without Pay
- H. Emergency Closings Policy
- I. Administrative Leave
- J. Unauthorized Absence

9.3 GENERAL LEAVE PROVISIONS

- A. Employees are responsible for obtaining approval from their Department Head before beginning any absence from work. Leave shall be requested by the employee and approved in advance, in writing, on the appropriate form. When circumstances allow (i.e., scheduling doctor appointments, elective surgery), sick leave shall also be requested and approved in advance. Otherwise, a sick leave request shall be completed and submitted for approval immediately upon the employee's return to work. Forms shall be provided by the Town for the employee, the supervisor, and the employee's personnel file. Employees are responsible for maintaining records of all leave identified under this policy.
- B. To receive paid annual or sick leave for unscheduled absences, employees must notify their Department Head within two hours of their regular starting time when it is possible to do so. In cases where the Department Head is unavailable, employees should contact the Human Resources Manager's Office. All departments are required to advise employees of their notification procedures.
- C. Charges for authorized leave shall be made on an actual usage basis and rounded to the nearest one-half day.

- D. Employees are responsible for providing required leave forms to the appropriate staff in a timely manner.
- E. No employee shall use leave that has not been earned. If an employee is off and does not have sufficient leave to cover the balance for that pay period, leave without pay shall be reflected on the employee's time sheet as approved absence or as unauthorized absence, if the time off was not approved.
- F. All Town employees, including temporary employees, are eligible for leave without pay.
- G. Leave shall accrue while an employee is on approved paid leave. Leave shall not accrue if an employee is on unauthorized leave, military leave without pay or leave without pay as specified within this policy.
- H. False or fraudulent use of leave or failure to follow this policy may be cause for disciplinary action, up to and including dismissal.

9.4 HOLIDAY LEAVE

- A. It is the policy of the Town to adopt holidays that are designated by the Governor of Virginia and the President of the United States.
- B. The Town Council may designate additional holidays.

9.5 ANNUAL LEAVE

- A. Annual Leave Accrual
 - 1. Regular full-time employees shall earn annual leave at a rate based upon completed pay period of service as follows:
 - a. Employees with less than five full years of service accrue one and one-half workdays for each completed calendar month of service. (18 days annually)
 - a. Employees with more than five years of service but less than ten years accrue one and three-quarters workdays for each completed calendar month of service. (21 days annually)
 - b. Employees with more than ten years of service accrue two work days for each completed calendar month of service. (24 days annually)
 - 2. Permanent part-time employees earn twelve (12 days) annually starting on January 1st and must be used by December 31st. Temporary full-time employees do not earn annual leave.
 - 3. Regular full-time employees may accumulate leave subject to two hundred and forty hours (30 days) caps.
 - 4. All employees are required to abide by the limits as established above. Any employee over their limit at the end of the calendar year will lose that

amount of leave which is above their limit.

5. Annual leave earned will be applied to the employee's account on the last day of each calendar month. No annual leave shall be earned for employment of less than one full calendar month (hired after first of the month or terminating employment during the month).
6. An employee who voluntarily terminates employment with the Town and returns to work with the Town within six (6) months from date of separation may earn the same hours per month that they earned upon separation.

B. Use of Annual Leave

1. So far as possible, annual leave shall be used at a time mutually agreeable to the employee and the Town.
2. The annual leave credits provided may be used, at the option of the employee, to provide for paid absences due to vacation or other personal purposes (including sickness) or for paid absences exceeding credit available for other kinds of leave.

C. Payment of Annual Leave Upon Separation

1. If an employee voluntarily resigns their employment with the Town, provides twenty-one (21) days' written notice of the resignation to the Town Manager or Human Resources Manager, and returns all Town property to the Town on their last day of employment, the employee will be eligible to receive a payout after separation of their accrued, but unused vacation time.
2. If a department head voluntarily resigns their employment with the Town, provides thirty (30) days' written notice of the resignation to the Town Manager or Human Resources Manager, and returns all Town property to the Town on their last day of employment, the employee will be eligible to receive a payout after separation of their accrued, but unused vacation time.
3. Such payment would be made by the next regular cycle after the employee's resignation, and would be paid in one lump sum subject to all applicable withholdings, up to the limits described above at the employee's regular rate of pay, providing the employee has not been advanced any other type of leave. Payment shall be calculated using the employee's base hourly rate of pay at the time of separation.
4. In the case of the death of an employee, the unused annual leave credit shall be paid to the employee's estate.

9.6 SICK LEAVE

A. Sick Leave Accrual

1. Regular full-time employees shall accrue sick leave at the rate of eight (8) work hours for each full calendar month of service, without limitation on accrual.
2. Sick leave earned will be applied to the employee's account on the last day of each calendar month.
3. All other employees do not accrue sick leave.
4. Upon an employee's separation from Town employment, they shall be eligible to receive a payout of 25% of their available sick leave balance upon separation, payouts capped at 30 days (240 hours) not to exceed \$7,500.

B. Approval of Sick Leave

The Department Head shall approve sick leave use by eligible employees in accordance with the following provisions:

1. Leave for sickness shall not exceed the total amount credited to an employee at the time of absence. Sick leave shall not be advanced.
2. Leave without pay may be granted for sickness extending beyond the employee's earned sick leave balance.
3. Employees may use available annual leave and compensatory leave for sick leave when sick leave has been exhausted.

C. When advance approval is not possible, employees are required to submit to their Department Head a request for leave form immediately upon return to work.

1. Employees must notify their Department Head each day via phone or email if they will be unable to work.
2. Employees who are out for three consecutive days or more will be required to provide a doctor and/or physician note stating reason for absence.

D. Policy

Sick leave shall not be considered a right, which may be used at the employee's discretion, but is a privilege. Sick leave shall be provided to aid employees in times of need and shall only be used when necessary, and as outlined in this policy:

1. Sick Leave – Sick leave shall be approved, in accordance with this policy, for eligible employees due to the following:
 - a. Sickness or physical incapacity;
 - b. Medical, dental or optical diagnosis or treatment;
 - c. When an employee is unable to perform regular duties, as certified by a licensed physician, during pregnancy, childbirth or related

- medical conditions associated with birth;
- d. Exposure to a contagious disease when the employee's presence at work jeopardizes the health of others;
- e. Legal quarantine; and,
- f. The necessary care and attendance of an employee's spouse, children, step children, legal dependent(s), parents, grandparents, grandchildren, brothers or sisters due to sickness or incapacity.

2. Confidentiality of Medical Information

All medical information obtained shall be treated as confidential medical records to be maintained by the Human Resources Office.

3. Modified Work Assignment

When an employee is found (either through certification from a licensed physician or a Town medical examination) to be unable to perform all regular duties and the medical condition appears to be of a temporary, short-term nature, a temporary transfer to modified duty (less strenuous or less hazardous jobs) may be granted. Such requests must be endorsed by the Department Head and forwarded to the Human Resources Manager for approval. Employees shall not be assigned modified duty without review and approval of Human Resources and the Town Manager.

4. Extended Sickness or Physical Incapacity

The Town Manager, when determining whether to hold the employee's current position or to place them in another position for which the employee qualifies, shall consider medical information and the staffing needs of the department.

E. False or Fraudulent Use of Sick Leave.

Sick leave shall be denied to an employee who is found guilty of making a false statement of sickness or otherwise abuses the sick leave privilege. False or fraudulent use of sick leave shall be cause for disciplinary action, up to and including dismissal.

F. Donation of Sick Leave

- 1. Sick Leave may be donated at any time between two employees upon written approval of both employees.

9.7 SICK LEAVE BANK

- A. Membership in the bank is voluntary and will be established by the donation from an employee of a minimum of eight (8) hours of sick leave. An employee may donate more than eight (8) hours. An employee is ineligible to draw upon the bank if that employee has not donated time to the bank. Members shall donate at least eight (8) hours to the bank once every calendar year.

- B. The period of enrollment is restricted to open enrollment. New employees may enroll after six (6) months of employment (even if it may not be during the open enrollment period). Employees will become members on the day that eight (8) hours are contributed to the sick leave bank. Membership information will be maintained in the Human Resources Office.
- C. The sick leave bank may not be drawn upon until after all sick, annual and compensatory leave has been exhausted by the employee. Credit toward annual and sick leave will be earned during the time an employee is using the sick leave bank.
- D. A maximum of thirty (30) working days may be drawn from the sick leave bank by any one member within a twelve (12) month period. The day that the first day is drawn from the bank begins the employee's twelve (12) month period. Days drawn from the bank for any one period of eligibility must be consecutive, except additional periods of disability resulting from recurrence or relapse of the original serious health condition or an additional serious health condition, which will be covered fully on a continuing basis up to the annual maximum.
- E. Employees will be eligible to draw days from the sick leave bank only after verification through the Town Manager's Office. A non-work-related serious health condition includes illness, injury, impairment, or physical or mental disorder requiring inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider. Employees must submit a doctor's statement verifying the employee's incapacity and an estimated length of time that the employee may be fully incapacitated. Each application to the sick leave bank will be adjudicated on a case-by-case basis.
- F. Members utilizing sick leave from the bank will not have to replace these days except as regular contributing members of the bank.
- G. Members of the bank will be asked to contribute again if the bank is depleted to two hundred forty (240) hours. Members must notify the Finance/Human Resources Office in writing if they choose not to participate further in the bank.
- H. Upon employee's withdrawal of membership from the bank, participating employees will not be permitted to withdraw their contributed days.
- I. Any employee, upon separation of employment, may donate their unused sick leave to the sick leave bank.
- J. No benefits will be paid from the bank for a work-related injury or for a sickness for which an employee is entitled to Worker's Compensation or leave for illness or injury in line of duty.

9.8 DONATION OF ANNUAL LEAVE

As a general policy, annual leave shall not be donated or transferred from one employee to another employee. However, in cases of extreme hardship and based on individual circumstances and merit of each validated situation, the Town Manager may approve the donation of annual leave by one employee to another employee to be used as sick leave.

The donation and transfer of annual leave by one employee to another employee to be used as sick leave shall be subject to the following provisions:

- A. Prior to submission of a formal request for transfer of annual leave, the responsible Department Head and the Finance/Human Resources Director shall review the donating and the receiving employee's leave records to ascertain appropriateness of the request. If such review indicates a formal request is not warranted, no further action will be taken.
- B. If deemed warranted, a formal request shall be submitted by the donating employee through their Department Head and Human Resources to the Town Manager for approval and certification. A copy of the completed request will be maintained in the Human Resources Office and a copy will be furnished the donor.
- C. Mandatory limits shall not be established for this voluntary donation of annual leave, however, individual circumstances such as the amount of leave accrued by the donor, the probability of forfeiture, the nature of the hardship, etc. shall be considered in determining the appropriate amount to be approved for transfer.
- D. To be eligible to receive donations of annual leave to be used as sick leave, would be recipients must have used all personal accruals of annual, sick, compensatory leave (if applicable) and authorized sick leave bank balances, if a contributing member of the sick leave bank.
- E. Department Heads shall not be eligible to donate or receive annual leave from their subordinate employees for use as sick leave, except that they may donate annual leave to or receive annual leave from other Department Heads and employees of other departments.
- F. Employees shall not be eligible to donate annual leave to their Department Heads and supervisors.
- G. The donation of annual leave from one employee to another employee for use as sick leave shall be a voluntary act on the part of the donor and is to be neither encouraged or discouraged by management. It is, however, recognized as a viable means of alleviating extreme hardships that may be incurred by Town employees and is to be given management's support when justified.
- H. Compensatory leave may not be donated in any circumstances.

9.9 BEREAVEMENT LEAVE

- A. Bereavement leave may be used to cover an absence resulting from the death of an employee's immediate/household or extended family member as defined above.
- A. For any one incident, bereavement leave shall be limited to four (4) work days for any regular full-time employee for the death an employee's immediate family member.
- B. For any one incident, bereavement leave shall be limited to two (2) work days for any regular full-time employee for the death of an extended family member.

- C. Bereavement leave shall be taken within a reasonable time frame after the death of the family member and can be taken consecutively or intermittently but must be taken in full day increments.
- D. Bereavement leave is paid leave and will not be counted against an employee's leave balance.

9.10 CIVIL LEAVE

A. Eligibility

- 1. Any employee may request up to five days of leave with pay (without charge against other leave accruals) for any absence necessary when they are required to serve as a juror, or are subpoenaed as a witness to appear before a court or duly authorized public body or commission.
- 2. Under Code of Virginia § 18.2-465.1 “no person who is summoned and appears for jury duty for four or more hours, including travel time, in one day shall be required to start any work shift that begins on or after 5:00 p.m. on the day of their appearance for jury duty or begins before 3:00 a.m. on the day following the day of their appearance for jury duty.”
- 3. If an employee is summoned to court to appear as a witness for Town-related business or to appear as a witness in a case in which the employee is not a party, civil leave is applicable. If, however, the case is one in which the employee is a party and the court decision affects the employee (positively or negatively), the time off from the job is of a personal nature and the employee shall request other leave as appropriate. Civil leave shall not be granted when a court appearance is of a personal nature.

B. Requesting Civil Leave

- 1. The employee shall provide a copy of the court summons or subpoena along with a leave request form to their Department Head as soon as possible to allow arrangements to be made to accommodate the employee's absence.
- 2. Civil leave shall not extend beyond the actual time required. Any additional time off on the same day shall be requested as annual or compensatory leave or leave without pay, as appropriate.

9.11 MILITARY LEAVE

A. Eligibility

Regular full-time and part-time employees, including those serving a probationary period, are eligible for military leave with or without pay. Temporary employees are not eligible for military leave with pay.

B. Military Leave With Pay

- 1. Employees who are former members of the armed services or members of the organized reserve forces of any of the armed services of the United States, National Guard, or naval militia shall be entitled to a military leave

of absence, with pay, for the purpose of federally funded military duty to include training duty. This leave shall not exceed 15 consecutive calendar days for training duty and 5 working days for emergency active duty each Federal fiscal year, October 1 – September 30.

2. FLSA non-exempt employees requiring more than 15 workdays shall be granted the time off for the performance of such duty. Such absences shall be without pay or, at the option of the employee, may be charged to annual or compensatory leave balances.
3. Employees who are called forth by the Governor pursuant to the Code of Virginia shall be entitled to leave with pay for the period of the ordered absence.

C. Military Leave Without Pay

1. Any employee who is a member of the armed services or is a member of the organized reserve forces of any of the armed services of the United States, National Guard, or Naval Militia (collectively “military duty”) is entitled to a leave of absence with the Town without the loss of seniority or accrued leave.
2. An employee who is leaving for military duty must provide the Human Resources Manager with advance notice, either orally or in writing, unless it would be unreasonable to provide notice or the employee is precluded by military necessity from providing such advance notice.
3. Status of Benefits for Employees on Leave Without Pay for Active Military Service
 - a. *Service Credit* – An employee on extended leave without pay due to active military service shall be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the annual leave accrual.
 - b. *Compensatory Leave* – Any compensatory leave balance shall be paid in accordance with Section 13.5 at the time the employee is placed on military leave without pay.
4. Reinstatement from Active Military Service
 - a. *Conditions* – Upon satisfactory completion of active military service, the employee is entitled to reinstatement to the position in which the person would have been employed if the continuous employment of such person with the employer had not been interrupted by such service, the duties of which the person is qualified to perform..
 - b. The period an individual has to report back to work or notify the Town of their intent to return to work after military duty is based on the time spent on military duty, as follows:
 - i. For service of less than 31 days, the employee must return at the beginning of the next regularly schedule work period on

the first full day after release from service taking into account safe travel home plus an 8 hour rest period.

- ii. For service of 31 to 180 days, the employee must submit a request for reinstatement with the Human Resources Manager no later than 14 days following the completion of military duty.
 - iii. For service 181 days or more, the employee must submit a request for reinstatement with the Human Resources Manager no later than 90 days following the completion of service.
- c. Conditions stated in above shall not apply when Town circumstances have changed making it impossible or unreasonable to reinstate the employee. Reinstatement may not be possible when:
- i. The employee's former position has been abolished at the time of reinstatement: The employee may be placed in a position of comparable status and pay to the one previously held. Employees selected to fill vacancies created by persons on military leave may be employed on a temporary basis.
 - ii. Such a position is not available: The employee shall be considered affected by a reduction in force and the provisions of the Town's Layoff Policy shall apply.

9.12 LEAVE WITHOUT PAY

- A. The Town Manager may grant leave without pay for an excused absence when the employee does not have sufficient leave credit to cover an absence during a given pay period. The Town Manager shall be notified of all occasions when an employee is in a non- pay status in excess of five workdays. The Town Manager may grant leave without pay to employees for periods beyond five consecutive work days, subject to the following conditions:
- 1. Leave without pay shall be granted only when it is in the interests of the Town to do so.
 - 2. All annual, sick and compensatory leave balances must be exhausted before leave without pay can be approved.
 - 3. Leave without pay shall not extend beyond 6 months.
 - 4. Such leave does not constitute a break in service, but changes the anniversary date if the employee is absent for more than twelve (12) weeks.
- B. At the expiration of leave without pay, the employee shall be reinstated in the position vacated or in any other vacant position in the same class, if possible.
- C. Annual and sick leave credit shall not accrue during leave without pay.
- D. An employee who anticipates being on approved leave without pay for five consecutive days or more shall consult the Town Manager, in advance of the

absence when possible.

- E. Failure on the part of the employee to report to work at the expiration of leave without pay may be cause for disciplinary action, up to and including dismissal.

9.13 EMERGENCY CLOSINGS

It is the intent of the Town to provide maximum services to the public by maintaining normal business hours at all Town facilities. Under normal and safe conditions, employees are expected to arrive at work on time.

Adverse weather conditions (generally the result of snow or icy conditions) and conditions that make it unsafe or unsanitary for employees to remain at work are recognized as conditions that could jeopardize the safety of employees and could therefore warrant the closing of Town facilities. The Town Manager shall determine when to announce the closing or delayed opening of Town facilities. Employees shall report to their workstation unless otherwise advised by the Town Manager or their designee, under this policy.

A. Essential and On-Call Personnel and Essential Operations/Job Sites During Adverse Weather Conditions

1. For the purposes of this policy, employees who report to an essential job site or occupy an essential position may be regularly scheduled to work regardless of weather conditions. Additionally, certain Town employees are considered on-call for the purpose of responding to emergency situations.
2. Essential services employees shall report to work at their regularly scheduled time during adverse weather conditions.
3. All other employees shall report to work in accordance with the direction of the Town Manager.

B. Employee Responsibility

Employees shall be responsible for checking with the Town Manager to determine, for the purposes of this policy, whether or not they would be considered non-essential.

C. Public Service Announcements

Public service announcements shall be announced on the Town's website, Facebook, and over local radio stations when the Town Manager changes the normal business hours of Town facilities (delayed openings, closing of facilities partially or all day).

9.14 ADMINISTRATIVE LEAVE

- A. Administrative leave shall be other paid leave as authorized by the Town Manager. Any paid leave specifically authorized by the Town Council, not otherwise classified by these rules, shall be classified as administrative leave.
- B. Examples of administrative leave include leave authorized by the Town Manager due to severe weather conditions, conditions which make it unsanitary or unsafe for

employees to remain at work, suspension of an employee due to the investigation of a complaint, the breakdown of equipment making it impossible to perform assigned duties, or attendance at meetings.

- C. Administrative leave shall not be substituted for any other prior approved leave.

9.15 UNAUTHORIZED ABSENCE

- A. An employee who is absent from duty without approval shall:
 - 1. Receive no pay for the duration of the absence; and,
 - 2. Be subject to disciplinary action up to and including dismissal.
- B. It is recognized that there may be extenuating circumstances for unauthorized absences and due consideration shall be given to each case.
- C. An employee who fails to report to work at the expiration of an authorized leave of absence or who has not requested and received approval for an extension of such leave, shall be considered and charged with unauthorized absence or absent without leave (AWOL).

9.16 FAMILY AND MEDICAL LEAVE ACT

- A. General Provisions

It is the policy of this Town to grant up to 12 weeks of family and medical leave during any 12-month period to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA) and up to 26 weeks of leave in any 12-month period in compliance with the expansion of FMLA under The Support of Injured Service Members Act of 2007.

- B. Eligibility

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- 1) The employee must have worked for the employer for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive, but must have occurred within the previous seven (7) years. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of the week or if the employee is on leave during the week.
- 2) The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include the time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an

employee under FMLA.

- 3) The employee must work in an office or work site where 50 or more employees are employed by the Town within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

C. Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

1. The birth of a child and/or in order to care for that child
2. The placement of a child for adoption or foster care and to care for the newly placed child.
3. To care for a spouse, child or parent with a serious health condition.
4. The serious health condition (described below) of the employee.
 - a. An employee may take leave because of a serious health condition that makes the employee unable to perform the essential functions of the employee's position.
 - b. Employees with questions about what illnesses are covered under the FMLA policy or under the Town's sick leave policy are encouraged to consult with the Human Resources department. The Town may require an employee to provide a doctor's certification of the serious health condition. The certification process is outlined in section H of this policy.
 - c. If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the Town may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.
5. A qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.
 - a. Eligible employees with a spouse, son, daughter or parent on active duty or call the active duty status (i.e. deployment to a foreign country) in the National Guard or Reserves, or family member of active duty service member in support of a contingency operation may take up to twelve weeks of FMLA for "any qualifying exigency". A qualifying exigency includes (1) Short-notice deployment; (2) Military events and related activities; (3) Childcare and school activities; (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation (up to fifteen calendar days); (7) Post deployment activities; (8) Parental care; (9) Additional activities not encompassed in the other categories, but agreed to by the employer and employee.

- b. Employees requesting this type of FMLA leave must provide proof of the qualifying family member's call-up or active military service before leave is granted.
6. To care for an injured or ill service member, including former service members.
- a. Eligible employees may take up to 26 weeks of leave in a 12-month period to care for a spouse, son, daughter, parent or next-of-kin who is covered service member or covered veteran (next-of-kin is defined as the closest blood relative of the covered service member).
 - b. A covered service member is defined as a current member of the Armed Forces (including the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy for an injury incurred in the line of active military duty or that existed before the beginning of active duty and was aggravated by service in the line of duty, that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating. Covered service member also includes any individual on the temporary disability retired list.
 - c. A covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness is also entitled to leave. In the case of a covered veteran, a serious injury or illness means an injury or illness that was incurred by the veteran in the line of duty while on active duty (or existed before the beginning of active duty but was aggravated in the line of duty) and that is (1) a continuation of a serious injury or illness incurred or aggravated when the veteran was an active member of the armed forces that rendered the service member unable to perform the duties of the service member's office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a "VASRD disability rating" of 50 percent or greater and the rating is based, at least in part, on the condition precipitating the need for leave; (3) a physical or mental condition that substantially impairs (or without treatment would impair) the veteran's ability to secure a gainful occupation by reason of disability related to military service; or (4) an injury, including a psychological injury for which the veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
 - d. Employees requesting this type of FMLA leave must provide certification of the family member or next-of-kin's injury, recovery or need for care.
7. For any of the foregoing, an eligible employee can take up to 12 weeks under this policy during a 12-month period. The Town will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Town will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, with the balance

remaining being the amount the employee is entitled to take at that time.

8. For leave to care for an injured or ill service member, an eligible employee can take up to 26 weeks of leave in a single 12 month period. The single 12 month period begins on the first day the employee takes leave to care for a covered servicemember and ends 12 months after that date. This single 12 month period applies only to leave to care for an injured or ill service member and is distinguished from the 12 month period defined above for other FMLA leave purposes.
9. If a husband and wife both work for the Town and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to take care for a parent (but not a parent in-law) with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the Town and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

D. Employee Status and Benefits During Leave

While an employee is on FMLA leave, the Town will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the Town will require the employee to reimburse the Town the amount it paid for the employee's health insurance premium during the leave period.

If the employee pays a portion of the health care premium, while on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid FMLA leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Human Resources Department by the 1st day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The employer will provide 15 days' written notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid FMLA leave, the employee may request continuation of such benefits and pay their portion of the premiums; or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover costs incurred for paying the employee's

share of any premiums whether or not the employee returns to work.

E. Employee Status after Leave

An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or virtually identical in terms of pay, benefits and working conditions. The Town may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

F. Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to taking unpaid leave.

Sick leave will run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

The employee will be required to substitute accrued (or earned) paid leave as appropriate before taking unpaid leave for what remains of the 12-week entitlement.

An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal and family leave prior to being eligible for unpaid leave.

G. Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or work day, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

If an employee requests intermittent leave or a reduced work schedule that is foreseeable based on planned medical treatment, the Town may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.

For the birth, adoption or foster care of a child, the Town and employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious

health condition of a family member, the employee should try to reach agreement with the Town before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary. The Town may require certification of the medical necessity as discussed in Sections H and J.

H. Certification of the Serious Health Condition of the Employee or the Spouse, Child or Parent of the Employee

The Town will ask for certification of the serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. The employer shall designate the leave within five business days of receipt of the medical documentation. If any questions arise over the documentation for certification and additional documentation is required, the employee has seven (7) calendar days to submit additional documentation regarding certification. Failure to provide certification, within the time frame and in absence of good faith practicable efforts, may result in a denial of continuation of leave. Medical certification may be provided by using the Medical Certification Form and job description with essential duties listed. Request for a medical certificate must be made in writing as part of the employer response to employee request for leave. Employees have an affirmative duty to cooperate and communicate through out all facets of the leave process, including but not limited to the initial request for leave, certification and return to work procedures.

Certification of the serious health condition shall include the date when the condition began, its expected duration and a brief statement of treatment. For medical leave for the employee's own medical condition, the certification must also include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position. For a family member who is seriously ill, the certification must include a statement that the patient, the family member, requires assistance and the employee's presence would be beneficial or desirable.

If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent leave or working a reduced schedule.

The Town has the right to ask for a second or third opinion if it has reason to doubt the certification. The Town will pay for the employee to get a certification from a second or third doctor, which the Town will select. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and or third opinion. The employee gives the employer permission to contact the healthcare provider if any clarification regarding documentation or certification arises.

Prior to reinstatement, the employee will be required to undergo a Fitness for Duty

Exam and present the exam results and release. The Fitness for Duty release may include an assessment of the job requirements so the healthcare provider may accurately ascertain the parameters of reinstatement and if any accommodations are required.

I. Documentation of the Covered Family Member's Active Duty or Call to Active Duty in the Armed Forces

Employees requesting this type of service member FMLA leave must provide proof of the qualifying family member's call-up or active military service. This documentation may be a copy of the military orders or other official Armed Forces communication.

J. Documentation of the Need for Service member FMLA Leave to Care for an Injured or Ill Service member.

Employees requesting this type of Service member FMLA leave must provide documentation of the family member's or next-of-kin's injury, recovery or need for care. This documentation may be a copy of the military medical information, orders for treatment, or other official Armed Forces communication pertaining to the service member's injury or illness incurred on active military duty that renders the member medically unfit to perform his or her military duties. The documentation may also be provided by any healthcare provider authorized under the FMLA to certify injury or illness.

K. Procedure for Requesting Leave for 1) the birth of a child or in order to care for that child; 2) the placement of a child for adoption or foster care and to care for the newly placed child; 3) to care for a spouse, child or parent with a serious health condition; or 4) the serious health condition of the employee.

All employees requesting this type of FMLA leave must provide prompt verbal or written notice with an explanation of the reason(s) for the needed leave to their immediate supervisor, who will advise the HR department. Initial verbal notice should be followed by written notice. If the leave is foreseeable, the immediate supervisor may require the employee to provide a written request for leave and reason(s) with a copy to the HR department. Failure of the employee to provide a written request for leave cannot be grounds to deny or delay the taking of FMLA leave.

The Town will provide individual notice of rights and obligations to each employee requesting leave within two business days or as soon as practicable. For employees on intermittent or recurring leave for the same incident, this notice will be provided every six months.

When an employee plans to take leave under this policy, the employee must give the Town 30 days' notice. If it is not possible to give 30 days' notice, the employee must

give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the Town's operations.

If an employee fails to provide 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied or delayed until at least 30 days from the date the employer receives notice. While on leave, employees are requested to report periodically to the Town regarding the status of the medical condition and their intent to return to work.

- L. Procedure for Requesting Leave for 1) a covered family member's active duty or call to active duty in the Armed Forces or 2) to care for an injured or ill service member

All employees requesting this type of FMLA leave must provide verbal notice with an explanation of the reason(s) for the needed leave to their immediate supervisor, who will advise the HR department. Leave may commence as soon as the individual receives the call-up notice. If the leave is foreseeable, the immediate supervisor may require the employee to provide a written request for leave and reasons(s) with a copy to the HR department.

The Town will provide individual notice of rights and obligations to each employee requesting leave within two business days or as soon as practicable.

CHAPTER 10 BENEFITS

PURPOSE

Along with wages, the Town offers a comprehensive benefits program. The following information is intended to make employees familiar with the details of benefit offerings; however, details and availability may and sometimes do change and employees are encouraged to contact their Department Head or the Human Resources Manager for the most up to date information or with any questions about the benefits program. Additionally, all benefits are subject to funding in the Town's annual operating budget.

It is important that employees advise the Human Resources Manager of any personal status changes (i.e., marriage, divorce and change in dependents or beneficiaries) which could affect their benefits.

10.1 HEALTH INSURANCE

- A. Only full-time employees are eligible to participate in the Town benefit programs, or as otherwise may be required by law.
- B. Employees may make changes to certain benefits only during open enrollment or in the instance of a qualifying event or family status change, as specifically articulated within the benefits manual and documents.
 - i. Employees have 30 calendar days from the date of the aforementioned qualifying event/family status change to contact Human Resources to make changes to their benefits.
 - ii. The effective date for family status change may vary depending on the event. For example, the effective date for enrolling a newborn shall be the day the child is born.
- C. Benefits will terminate and be cancelled on the last day of the month following the change/separation.
 - i. Full-time employees and certain beneficiaries may elect to continue their health care benefits at the Town's group rates for a period of time, as determined by COBRA, at the same coverage as prior to the separation.
 - ii. Under COBRA, the employee or beneficiary pays the full cost of coverage at the Town's group rates. An administrative fee may apply.

10.2 RETIREMENT

- A. The Town is a member of the Virginia Retirement System. The Virginia Retirement System administers pension plans and other benefits for Virginia's public sector employees covered under VRS.
- B. All full-time employees of the Town are required to enroll in the system, and are thus entitled to receive all benefits offered by the Plan. The Town pays into the plan on behalf of the employee and, in accordance state law; employees pay a 5% pre-tax share to the VRS.

C. Amount of Benefit

VRS offers alternative types of retirement plans (based on hire date) and there are various methods of receiving retirement benefit payments (these options are outlined in the VRS Handbook for Members).

The amount of the retirement benefit is calculated per VRS rules and the type of plan for which an employee qualifies. VRS may be contacted directly by dialing 1-888-827-3847 for further information and/or retirement counseling. Also, employees may go online to the VRS website to learn more about retirement planning, to gain individualized pension benefit information and to learn more about other VRS requirements and information.

VRS: <http://www.varetire.org/members/index.asp>

D. Notice of Retirement

Employees planning retirement should contact the Human Resource Manager's Office ninety (90) day prior to retirement to ensure sufficient time for application of all retirement benefits.

E. Disability Retirement

1. Employees may apply for disability benefits if they become mentally or physically unable to perform their present duties, and the disability is likely to be permanent.
2. Regular disability retirement (for conditions that are not work-related) may be granted if medical conditions warrant and all other qualifications established under the retirement program are met.
3. A work-related disability results from a cause compensable under the Virginia Workers' Compensation Act. The amount of compensation provided by the retirement program is coordinated with any benefits received under Workers' Compensation and Social Security disability benefits.

10.3 **GROUP LIFE INSURANCE**

- A. The Town of Tappahannock provides group life and accidental death and dismemberment insurance through the Virginia Retirement System for all full-time employees at no cost to the employee. Insurance coverage is two times the employee's annual salary rounded to the nearest thousand. Employees may purchase additional life, accidental death and dismemberment insurance as well as coverage for their spouses and minor dependents.
- B. Full time employees become eligible for coverage on the first day of the second calendar month following the date of hire.
- C. Employees who are eligible to begin receiving their Virginia Retirement System benefit (even if they elect to wait to start their VRS benefit) may have their life insurance continued with VRS. After you retire with an unreduced or reduced retirement benefit, you receive Basic Group Life Insurance coverage at no cost to

you, provided you meet the eligibility requirements under your retirement plan.

- D. Employees who separate employment with the Town may convert their insurance to an individual whole-life policy at non-group rates within 31 days of the last day of the month in which the separation takes place. The converted policy is for natural death only. A portion of the additional life insurance and dependent coverage may be continued into retirement if the coverage had been in place for at least 60 months before retirement if elected within 31 days form the last day of work. All accidental death and dismemberment coverage ends at separation of employment.

10.4 SOCIAL SECURITY

All Town employees are covered under the Federal Old-Age, Survivors, and Disability Insurance Program, commonly referred to as Social Security. Federal Insurance Contribution Act (FICA) taxes are paid by both the Town and employee in required amounts to fund Social Security.

10.5 UNEMPLOYMENT COMPENSATION

- A. All employees are covered under the Virginia Unemployment Compensation Act. Town employees who are laid off, dismissed, or otherwise terminated by the Town for reasons other than gross misconduct or improper acts shall be entitled to apply for unemployment compensation under the rules and regulations of the Virginia Employment Commission (VEC).
- B. Decisions regarding eligibility for unemployment compensation are made by the Virginia Employment Commission.

10.6 EMPLOYEE ASSISTANCE PROGRAM

- A. The Town of Tappahannock provides a confidential and voluntary Employee Assistance Program to all employees and their family members who may be faced with financial concerns, legal issues, alcohol or drug problems, marital problems, illness of a family member, emotional worries, child care problems, and similar issues. For the welfare of employees as well as for effective business operations, the Town of Tappahannock encourages its employees to take advantage of this valuable benefit of employment with the Town.
- B. The EAP for the Town is currently administered by Paychex. For confidential assistance employees may call 855-223-9277. This is subject to change and the most up to date information may be obtained by contacting Human Resources. Employees need not disclose their reason for requesting the information from Human Resources.
- C. Employees and their family members can refer themselves to the EAP. The program may be reached 24 hours a day on weekdays and weekends.
- D. Meetings with EAP counselors

1. EAP counselors are available to meet with employees or family members to assess a problem and develop a plan for resolution. The counselors may suggest a referral to an outside resource, such as a therapist, agency, physician, treatment facility or other professional that would be appropriate to assist in resolving the problem or situation. Where an employee may be in need of information, a referral or suggestion may be made over the telephone.
 2. There is no charge for employees or their families to use the services of the EAP. The EAP counselors will make every effort to coordinate referrals for ongoing treatment with the employee's health insurance coverage as well as with their ability to pay.
- E. EAP visits during work hours
1. In most cases an EAP visit that is urgent or cannot be scheduled outside of work will be treated similar to other doctor's appointments. Refer to company paid time off and call-in procedures.
- F. Referrals for employee performance or behavior issues
1. When an employee's job performance or attendance is unsatisfactory or there appear to be signs of other problems during the workday, the supervisor should counsel the employee in consultation with human resources with an end toward resolving the situation. If the employee appears to be unable or unwilling to correct the situation, the employee may be referred to the EAP to assist in the resolution of the problem. Depending on the situation, the employee may accept or refuse participation in the EAP. However, there may be situations where continued employment at the Town of Tappahannock may be contingent on the employee's calling the EAP for assistance.
 2. Voluntary participation in the EAP does not jeopardize job security or promotional opportunities. However, it does not excuse the employee from following company policies and procedures or from meeting required standards for satisfactory job performance except where specific accommodations are required by law.
- G. Confidentiality
1. All contact between an employee and the EAP is held strictly confidential. In cases where an employee's continued employment is contingent on calling the EAP, the EAP counselor will only verify whether the employee has contacted the EAP and, if ongoing treatment is necessary, that the employee is following through on the treatment. Information given to the EAP counselor may be released to the Town of Tappahannock only if requested by the employee in writing. All counselors are guided by a professional code of ethics.

10.7 AMENDMENTS TO BENEFITS

This section attempts to provide general information on benefits available to workers; however, benefits may be amended, modified, added or eliminated by the Town Council at any time. Official actions by the Town Council will prevail in any conflict between these listed benefits and official actions.

10.8 QUESTIONS CONCERNING BENEFITS

All questions concerning eligibility for various benefits or the proper procedures to be followed to qualify for any benefits discussed in this section should be referred to the Human Resources Department.

CHAPTER 11 EMPLOYEE TRAINING

11.1 TRAINING POLICY

A. Policy

1. It is Town policy to encourage employees to increase their technical and professional skills in order that they may perform their duties to the best of their abilities.
2. Training opportunities shall be made equitably without regard to race, religion, color, sex, age, marital status, national origin, political affiliation, pregnancy, childbirth or related medical condition, disability, genetic information, veteran or military status, sexual orientation, gender identity/expression or other protected status. In addition, efforts shall be made to distribute training assignments to provide maximum benefits to all eligible employees.
3. Approval of any training activity outlined in this policy is dependent upon appropriate budgeted funds being available.
4. A record of training offered and completed shall be maintained in each employee's personnel file.

B. Eligibility

Regular full and part-time employees (including probationary employees unless otherwise specified) shall be eligible to participate in any training activity outlined in this policy.

Employees may be required to successfully complete special training courses as a condition of employment.

C. Criteria

Approval of any training activity shall meet the following criteria:

1. Be of necessary and direct value to the Town and relevant to the employee's general field of work;
2. Be limited to knowledge and skills that cannot be acquired through available in- service training; and,
3. Cover subject matter not sufficiently or recently encompassed in the employee's previous education and experience, or that the employee normally would not be expected to know prior to appointment to their present position.

D. Procedures

1. Participation in training activities outlined in this policy shall meet the following conditions and requirements.

- a. A Department Head may assign an employee, and consider for approval an employee's request for training, in accordance with this policy and the administrative regulations of the Town;
- b. All assignments, provisions for reimbursement, and direct payment of registrations and related expenses shall be subject to budget constraints. All approved training-related expenditures shall be charged to the appropriate account within the departmental budget;
- c. Training assignments shall be subject to authorization by the Town Manager prior to enrollment; and,
- d. Each employee on approved training assignment, as outlined in this policy, shall maintain continuous satisfactory performance in the prescribed course of study.

CHAPTER 12 TRAVEL

12.1 TRAVEL POLICY

It is the policy of the Town to adequately compensate employees who may be required to travel outside of the corporate limits of the Town. This shall include all expenses relating to travel, lodging, eating and other necessary expenses. Travel time is defined as follows for purposes of being compensable:

A. Home to Work Travel

An employee who travels from home before the regular workday and returns to their home at the end of the workday is engaged in ordinary home to work travel, which is not considered work time and is not compensable.

B. Call Back or Evening Meeting

Employees called back to work under Section 4.12 of this manual will be reimbursed at the published Commonwealth of Virginia rate for travel when their personal vehicle is used. Also, all non-exempt employees who are required to attend evening meetings or other official events after normal business hours may be reimbursed for returning to work.

C. Home-to-Work On A Special One-Day Assignment

An employee who regularly works at a fixed location in one Town is given a special one-day assignment in another Town and returns home the same day. The time spent in traveling to and returning from the other Town is work time, except that the Town may deduct that time the employee would normally spend in commuting to the regular work site.

D. Travel That Is All in A Day's Work

Time spent by an employee in travel as part of their principal activity, such as travel from job site to job site during the workday, is work time and shall be counted as hours worked.

E. Travel Away from Home Community

Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is work time when it cuts across the employee's workday. The time is counted as hours worked on regular working days during normal working hours and also during corresponding hours on nonworking days. As an enforcement policy the Department of Labor, Wage and Hours Division does not consider as work time that time spent in travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

F. Travel Advances

1. In instances where significant costs may be incurred by the employee, the Town may provide a cash advance in an amount to be spent. This advance must be requested no less than seven (7) days prior to the date payment is expected. All such payments must be approved by the Town Manager upon written request by the employee. In lieu of a cash advance, the Town Manager may provide or authorize the use of a Town purchase card or credit card. All receipts for the use of such a card shall be provided by the employee upon return from the trip.
 - a. If detailed receipts are not provided by the employee for charges to the Town's credit card, the employee will be liable for such charges and required to reimburse the Town.
2. The Town shall require travel reimbursement requests, with detailed receipts attached both for items purchased and charges incurred on either personal or Town credit or purchase cards, from employees who travel on Town business and seek reimbursement.

G. Mileage Reimbursement

1. In the event that a Town vehicle is not available for use, the employee may use their personal vehicle on approval by the Town Manager, as set forth in Section 7.2(C). The Town shall reimburse the employee an amount equal to the current mileage rate published by the IRS as the official mileage reimbursement rate. Otherwise, the rate may be established by the Town during the annual budget. An employee using their personal vehicle for Town business should comply with the State's minimum insurance requirements, and in the case of an accident, the employee's insurance will be the primary insurance carrier. All parking, tolls, fares, etc. will be reimbursed at cost. No traffic or parking violation fines will be reimbursed.
2. If a Town vehicle is available for use, the employee may request to use the gas credit card assigned to their department. Employees will not be reimbursed mileage when a Town vehicle is used.
3. A rental car may be used with Town Manager approval in the event a Town vehicle is not practical or available, travel is more than 200 miles, each way, from Town Hall and is more economical than mileage reimbursement.

H. Meals

1. Out of Town Meals

The Town will reimburse employees for meals when performance of the Town's business dictates that the employee(s) cannot eat in their regular fashion or usual place. Police officers will not be reimbursed for meals while attending mandatory basic training at the police academy. Special seminars or in-service training will be reimbursed. Employees should exercise reasonable restraint not to submit reimbursement claims for costly meals which would not normally be taken if not on Town business. The

Town will not reimburse for alcoholic beverages.

- a. Per diem rates will be provided in lieu of a detailed submission of expense (receipts).
- b. Per diem requests should be submitted no later than seven (7) days prior to the date needed.
- c. Employees may elect to use GSA per diem rates or provide actual receipts. Meals reimbursed during day travel (with no overnight stay) are taxable to the employee. If an employee elects per diem for a full-day, no receipts are required. If an employee elects per diem for a partial day (travel to and from a conference, training, seminar, etc.) the per diem rate will be prorated by $\frac{3}{4}$.
- d. Per Diem rates are updated annually and may be found at <http://www.gsa.gov/perdiem> and must correspond to the location of the meal as applicable. Meals are limited to the prescribed rates and no exceptions will be authorized.

2. Meals During Overtime Hours

Employees working emergency overtime for more than four hours, and with prior approval of their supervisor, may be reimbursed meals with a valid receipt. Meal total cost shall not exceed the per diem rates. Receipts for meals charged to the Town must have the employee's name on the actual receipt. Receipts for reimbursement must be attached to an expense report and submitted to the Finance Office within two weeks. Receipts received by the Town without the employee's name will not be paid.

3. Use of Town card

Whenever use of the Town's purchase or credit card is necessary, all charges should be made by an employee and receipts submitted should reflect the employee's name or the Town of Tappahannock. Receipts with spouses' or another individuals' name may be subject to denial.

CHAPTER 13 CONDUCT

13.1 CONDUCT STANDARDS

- A. To ensure orderly operation and provide the best possible work environment, the Town expects employees to follow the conduct standards, which are designed to protect the interests and safety of all employees and the Town. Town employees shall observe the highest standards of professional behavior at all times both within the Town government and with the general public in all matters.
- B. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. Examples of infractions of the conduct standards, which may result in disciplinary action, up to and including suspension or dismissal, are listed under Causes for Disciplinary Action in Section 14.7 (F).

13.2 GIFTS AND GRATUITIES TO TOWN EMPLOYEES

- A. Consistent with Section 3.6 above, Employees shall not solicit or accept any money, loan, gift or gratuity, favor or service from a contractor, firm, consultant, individual or others which may relate to Town business or services provided, or that reasonably tends to influence the officer or employee in the performance of official duties.
- B. No one seeking employment or promotion to a Town position or appointed office shall directly or indirectly give any money, service or other item to any person in connection with their appointment or proposed appointment.
- C. Employees are not prohibited from accepting occasional social courtesies which promote good public relations for the Town, or gifts of food that can be shared by all employees or those within a given work area. Employees shall not accept gifts or gratuities totaling more than twenty-five dollars per calendar year.

13.3 POLITICAL ACTIVITY

- A. All Town employees are encouraged to exercise their right to vote and to express private opinions on candidates and issues. To ensure and maintain employee's individual rights free from interference or solicitation by fellow employees, supervisors or officials, political activities during working hours or when officially representing the Town are prohibited.

13.4 PERSONAL USE OF TOWN TIME AND EQUIPMENT

- A. Telephone Usage and Use of the Internet
 - 1. Telephones and computers are provided for employees who need them to conduct Town business.

2. Personal calls shall not be made or received that interrupt or interfere with the employee's work, or either prevent or hinder the use of the telephone for Town business.
- B. The use of Town-paid postage for personal correspondence is prohibited.
 - C. Unauthorized removal of Town equipment or property from the premises or the use of Town equipment or property for personal reasons is prohibited.
 - D. The Town may provide electronic, digital and wire communications equipment for business purposes. The use of this equipment should not be for personal use. Messages sent, received, and stored on this equipment will be subject to monitoring from time to time and in the course of this monitoring, may be read for content. Employees should be aware that there are stored records of all communications. There should be no expectation of privacy in any communications received, sent or stored on equipment or service provided by the Town.
 - E. The Town may provide unlimited access to the Internet to its employees as one of the many resources available to assist them in doing their jobs better and more efficiently. Therefore, the Town may establish an Internet account that may be accessed by employees.
 - F. Employees may be provided with passwords and e-mail addresses to enable them to use the account; these addresses and passwords are not provided to make employees' usage confidential or private. E-mail records are business records of the Town. The usage of the Internet is subject to the same code of conduct, which applies to all other actions in the workplace, and using the Town's Internet account or network in a manner that violates any rules or regulations constitutes grounds for disciplinary action, up to and including dismissal. The electronic use, transmission and storage of messages, files, images and sounds sent through or using the Town's electronic systems, network, or devices are subject to monitoring by the Town.
 - G. Employees must not share their passwords with any other individuals, including other employees or outsiders. Nor is it appropriate to attempt to subvert network security either by accessing the Internet without using your password or by seeking to discover other passwords to gain access. Employees are representatives of the Town on and offline; accordingly, they are expected to act and to communicate professionally on the Internet, not to engage in any commercial or illegal activities, or to use the account for personal business.
 - H. The Town will have access to a log of Internet usage, including a list of employees who have used the Internet and the sites they have visited. The Town will monitor this usage from time to time, and employees found to be abusing usage or using the Internet inappropriately will be subject to disciplinary action.
 - I. Employees will be required to consent to the monitoring of communications sent, received and stored on equipment provided by the Town or an electronic wire or digital services provided by the Town as a requirement for employment by the Town.

13.5 CELL PHONE USE

- A. Employees whose job responsibilities include regular or occasional driving of their personal vehicle are encouraged to refrain from using a cellular phone while driving. Safety shall come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull over to a reasonably safe location and stop the vehicle before using cellular phones or other personal electronic devices. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs. Text messaging, reading emails, and writing emails while driving is not permitted under any circumstance. Employees who are charged with traffic violations resulting from the use of a cellular phone while driving on duty may be subject to disciplinary action and personal liability resulting from such traffic violations. Any employee who violates this policy shall be subject to disciplinary action, up to and including dismissal. If acceptance of a call is unavoidable and pulling over is not an option, employees are required to use a hands-free device and are expected to keep the call brief, refrain from discussion of complicated or emotional issues, and keep their eyes on the road. Special care should be taken in situations where there is traffic, inclement weather or when the employee is driving in an unfamiliar area.
- B. Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a cell phone for business use, are also expected to abide by the provisions of this section.
- C. Cell phone or other personal electronic devices should only be used when hands-free devices may be utilized.

13.6 SMOKE/VAPE FREE POLICY

All owned or leased Town buildings shall be smoke free. Vaping is also prohibited therein. The Town Manager may designate outside smoking/vaping areas regarding Town buildings & property.

13.7 CONFIDENTIALITY OF RECORDS

- A. Many Town employees work in capacities where confidential data is handled. Employees shall not discuss such information with persons not authorized to have access to it.
- B. An employee who has worked with confidential information during Town employment shall honor such confidentiality even after separation from Town service.
- C. If there is a question as to whether or not the information should be released, the inquirer shall be referred to the appropriate Department Head or Town Manager.

13.8 ADMINISTRATIVE INVESTIGATIONS

Employees are required to cooperate with and participate in administrative investigations involving themselves and others. Failure to do so may result in disciplinary action, up to and including dismissal.

13.9 SOCIAL MEDIA

A. Policy

Social media provides a new and potentially valuable means of assisting the Town and its personnel in meeting their community outreach, problem-solving and related objectives. This policy identifies potential uses that may be explored or expanded upon as deemed reasonable by administrative and supervisory personnel. The Town also recognizes the role that these tools play in the personal lives of some Town personnel. The personal use of social media can have a bearing on Town personnel in their official capacity. As such, this policy identifies prohibited activities and provides guidelines on the use of social media by Town personnel.

Employees are prohibited from posting, transmitting and/or disseminating any photographs, video or audio recordings, likenesses, or images of Town or Department logos, emblems, uniforms and other materials that specifically identify the Town or Departments without the express written permission of the Town Manager.

B. Purpose

The Town endorses the secure use of social media to enhance communication, collaboration and information exchange; streamline processes; and, foster productivity. This policy establishes the Town's position on the utility of social media and provides guidance on its management, administration, and oversight. This policy is not meant to address one particular form of social media; but rather social media in general, as advances in technology will occur and new tools will emerge.

This policy will give employees guidance regarding appropriate content for personal, social networking websites, web pages and other electronically transmitted or hard copy material with respect to Town or Department images, materials, logos, or reference to those entities. The integrity of the Town and its employees must be above reproach. Therefore, all employees will avoid conduct that compromises our integrity and thus undermines the public confidence in the Town.

D. Procedures For On-The Job Use

1. Town Sanctioned Presence

A. Strategy

- a. Where possible, each social media page shall include an introductory statement that clearly specifies the purpose and scope of the Town's presence on the site.
- b. Where possible, the page(s) should link to the Town's official website.

B. Procedures

- a. All Department social media sites or pages shall be approved by the Town Manager or their designee and shall be administered by the Department Head or as otherwise determined.
- b. Where possible, social media pages shall clearly indicate that they are maintained by the Department and shall have Department contact information prominently displayed.
- c. Social media content shall adhere to applicable laws, regulations, and policies, including all information technology and records management policies.
 - 1. Content is subject to public records laws. Relevant records retention schedules apply to social media content.
 - 2. Content must be managed, stored, and retrieved to comply with open records laws and e-discovery laws and policies.
- d. Where possible, social media pages should state that the opinions expressed by visitors to the page(s) do not reflect the opinions of the Town.
 - 1. Pages shall clearly indicate that posted comments will be monitored and that the Department reserves the right to remove obscenities, off- topic comments, and personal attacks.
 - 2. Pages shall clearly indicate that any content posted or submitted for posting is subject to public disclosure.

2. Town Sanctioned Use

A. Town personnel representing the Town via social media outlets shall do the following:

- 1. Conduct themselves at all times as representatives of the Town and, accordingly, shall adhere to all Town standards of conduct and observe conventionally accepted protocols and proper decorum.
- 2. Identify themselves as an employee of the Town
- 3. Not post, transmit, or otherwise disseminate confidential information, including photographs or videos, related to Town training, activities, or work-related assignments without express written permission.
- 4. Not conduct political activities or private business.

B. Use by Town personnel of personally-owned devices to manage the

Town's social media activities or in the course of official duties is prohibited without express written permission.

C. Employees shall observe and abide by all copyright, trademark, and service mark restrictions in posting materials to electronic media.

D. General Responsibilities

1. Employees are prohibited from posting or using Town or Department logos, emblems, uniforms and other material that specifically identifies the Town or Department on any personal, social networking websites, web pages and other electronically transmitted or hard copied material without the express written permission of the Town Manager.
2. Employees are prohibited from posting, transmitting and/or disseminating any pictures or videos of official training, activities, or work-related assignments without the express written permission of the Town Manager.
3. Employees are prohibited from using Town titles, logos, emblems, uniforms, and other material to create business cards, letterhead or similar material.
4. Employees are prohibited from using their title/position in private e-mail accounts (i.e. usernames, signature lines, account names, etc.).
5. Employees should exercise sound judgment and discretion in contributing to social media sites and should ensure a distinct separation between personal and Town views. Employees must ensure their social media activities do not impair the work of any employee, disrupt the smooth and orderly operation of work within the Town, harm the goodwill and reputation of the Town among its citizens, or erode public confidence in the Town.

E. Potential Uses of Departmental Social Media

A. Social media can be used for community outreach, community engagement and to make time-sensitive notifications by:

1. Providing community updates;
2. Sharing data and information;
3. Soliciting feedback from the community;
4. Notifying the community of road closures;
5. Notifying the community of special events;
6. Notifying the community of weather emergencies; and
7. Notifying the community of Town meetings.

F. Personal Use – General Responsibilities and Prohibitions

a. Employees are free to express themselves and may use social media as long as such use does not produce the adverse consequences noted above for the Town. For this reason, the following guidelines apply in an employee's use of social

media on their own personal time and personal computers.

- b. Employees should not publish any personal information about themselves, another employee of the Town, or the Town that:
 - i. Interferes with the work of any employee
 - ii. Creates a harassing, demeaning, or hostile work environment for any employee
 - iii. Disrupts the smooth and orderly flow of work or the delivery of services to citizens
 - iv. Harms the goodwill and reputation of the Town
 - v. Erodes public confidence in the Town
- c. Employees are prohibited from the following in connection with social media:
 - i. Using social media to harass, threaten, discriminate, or disparage employees or anyone associated with the Town
 - ii. Posting confidential information or information to which they have access by reason of their position with the Town
 - iii. Using social media to engage in any criminal activity
- d. Employees responsible for such conduct will be subject to disciplinary action, up to and including termination, depending on the severity and repeat nature of the offense.

CHAPTER 14 SEPARATIONS AND DISCIPLINE

14.1 SEPARATIONS

- A. An employee may be separated from Town service by any one of the following methods:
 - 1. Resignation
 - 2. Layoff
 - 3. Dismissal
- B. Regular full-time employees may be eligible to apply for:
 - 1. Retirement
 - 2. Disability Retirement

14.2 RESIGNATION

- A. An employee desiring to resign in good standing shall submit a signed written notice, to include the effective date, to the employee's supervisor at least 21 calendar days prior to the effective date of resignation (or 30 days in advance for Department Heads).
- B. An employee who has submitted their resignation may submit a written request for authorization to withdraw their resignation before the effective date thereof, and may be continued in their position with the approval of the Town Manager, unless the position has been filled in the meantime.
- C. Failure to comply with Section 14.2 (A) of this policy may be entered on the employee's personnel records and may be grounds for refusal to re-employ the employee.

14.3 RETIREMENT

- A. Pursuant to Section 10.2 above, eligible employees who are planning to retire from Town service shall submit written notification to their Department Head at least ninety (90) days prior to the retirement effective date. The written notice shall be forwarded to the Human Resources Manager's Office.
- B. Retirement benefits are stipulated in the VRS retirement plan and outlined in Section 10.2 of this policy.

14.4 LAYOFF

The Town Manager has the right and obligation to manage the workforce to best serve the interests of the Town. This may require implementation of the reduction in workforce procedure. Unless specific instruction is received from the Town Manager, the following shall serve as the general procedure for a reduction in workforce for positions under the

control of the Town Manager.

A. When a reduction in the workforce necessitates the actual removal of personnel because of reduced appropriations, lack of sufficient work or funds, or Town-wide or departmental reorganization, layoffs may be ordered by the Town Manager in the following order:

1. No regular full-time employee shall be laid off from any position while any temporary employee's employment is continued in the same position classification.

B. The Town Manager's Office is responsible for executing the necessary written notices and notifying employees of layoff decisions. Department Heads shall immediately advise the Town Manager's Office of any personnel problems arising from a layoff.

C. Notice of Layoff

1. Insofar as practical, all employees to be laid off shall be provided a minimum written notice of 14 calendar days.

2. Department Heads shall personally meet with each affected employee to inform the employee of the layoff decision.

D. Recall Lists

1. All employees who are laid off as a result of this policy shall be placed on a Recall List for their position classification and for their department until a job offer is made or for one year from the date of separation, whichever comes first. Once a job offer is made, whether accepted or refused, the laid off employee shall be removed from the Recall List.

2. Individuals recalled to fill the same position from which they were originally removed shall be restored to regular employment status and not serve a probationary period.

E. Employee Responsibility

Any employee laid off and placed on a Recall List is responsible for notifying the Town Manager of any change in address or telephone number. Employees shall be notified to return to work by registered mail. Any individual who fails to report to work as directed within five workdays following receipt of notification to return to work shall be removed from the Recall List and no additional efforts shall be made to contact the individual.

F. Aid to Employees

Employees who are laid off under a reduction in force directive are eligible to apply to the Virginia Employment Commission for unemployment compensation. Laid off employees shall be paid for accrued annual, sick and compensatory leave in accordance with Chapter 9.

14.5 SEPARATION DATE

- A. When an employee separates from Town service, the effective date must be the last day that such employee is physically on the job. The Town will not be liable for matters affecting the employee following their physical absence from the job. It is not permissible to delay the effective date of separation by any amount of accumulated annual or compensatory leave due the separated employee. Pay for any annual, sick and compensatory leave balances due to eligible employees shall be paid in a lump sum basis.
- B. If an employee is on approved sick leave, Workers' Compensation leave or leave without pay when separated, the effective date of separation shall be the actual date of separation as given by the employee and approved by the Town Manager.
- C. When the effective separation date immediately precedes a holiday, the employee shall not be paid for the holiday.

14.6 RETURN OF TOWN PROPERTY

- A. Employees are responsible for all property, materials, and written information issued to them or in their possession or control. Employees must return all Town property that is in their possession or control in the event of separation from Town employment, or immediately upon request, to the Department Head or other Town authorized designee.
- B. The Town may withhold from the employee's final paycheck the cost of any items that are not returned in proper condition. The Town may also take all action deemed appropriate to recover or protect its property.

14.7 DISCIPLINE

- A. Disciplinary action may take the form of an informal counseling session, formal written notice, or other disciplinary action as set forth herein depending upon the severity of the situation. Counseling is not mandatory prior to taking formal disciplinary action.
- B. The Department Head shall consult with the Human Resources Manager when considering disciplinary action beyond verbal reprimand.
- C. The Town of Tappahannock Town Council is to be notified by the Town Manager when initiating formal disciplinary action, including but not limited to suspension, or dismissal against a Department Head.
- D. All disciplinary actions beyond verbal reprimand shall be documented in writing to the employee with a copy to the employee's personnel file.
- E. Disciplinary action includes, but is not limited to:
 - 1. Verbal Reprimand – A discussion between the Department Head and the employee where the employee is advised and cautioned with reference to unsatisfactory work performance or misconduct.

The Department Head shall maintain written departmental records to document that such discussion took place, when it took place, what was discussed and who was present.

2. Written Reprimand – A reprimand reduced to writing, which documents the unsatisfactory work performance or misconduct and recommends specific guidance for corrective action.
 - a. This may include a Performance Improvement Plan (PIP) designed to outline areas of improvement in an employee’s work.
3. Suspension – A temporary removal from duty of an employee for cause where the situation is not sufficiently grave to merit dismissal. The length of time shall depend on the seriousness of the offense.
 - a. An employee may be suspended without pay; or,
 - b. An employee may be suspended with pay for the purpose of completing investigatory and administrative processes concerning allegations against the employee.
 - c. For any suspension without pay in excess of seven calendar days, the Department Head shall provide the employee with an explanation of the reason for the Town’s action and an opportunity to present their side of the story.
 - d. Where an employee is charged with a criminal act, the outcome of the criminal case shall not necessarily affect the outcome of the administrative investigation. The fact that a person is acquitted of the charge does not necessarily mean the suspension or other disciplinary action will be revoked.
 - e. Department Heads shall discuss suspension of an employee with Human Resources prior to implementing.
4. Withholding of Merit Salary Increase – The denial or postponement of a merit increase, which is normally awarded upon the employee’s completion of a prescribed period of successful job performance.
5. Administrative Decrease – A reduction in pay as a disciplinary action resulting from unsatisfactory job performance or misconduct.
6. Disciplinary Demotion – Demotion of an employee, for disciplinary reasons, may occur when it is determined that the employee’s work has not been satisfactory after providing the opportunity and guidance for improvement and the Town wishes to retain the employee. The employee shall meet the qualification requirements of the new, lower pay grade position prior to appointment. If the demotion is specified as temporary, the length of the demotion shall be so stated.
7. Dismissal – An employee may be dismissed from Town service upon the recommendation of the Department Head, subject to the review and approval of the Town Manager.

Before any employee may be dismissed, the Department Head shall provide the employee with an explanation of the reason for the Town's action and an opportunity to present their side of the story. If the employee is dismissed, such dismissal shall take effect immediately.

F. Causes for Disciplinary Action

The following are examples of unsatisfactory work performance and misconduct, which may result in disciplinary action up to and including suspension or dismissal.

1. Excessive absenteeism or excessive tardiness;
2. Abuse of leave;
3. Absent without approved leave;
4. Insubordination;
5. Failure to follow proper orders and work requests, including when requested, the disclosure of knowledge or information relating to a matter of business interest to the Town, such as, but not limited to, activities of other employees involving their work or operation of vehicles;
6. Possession, distribution, sale, transfer or use of alcohol, marijuana, or illegal drugs in the workplace, during working hours, or while operating Town-owned vehicles or equipment;
7. Neglect or carelessness in observance of departmental safety rules or disregard of common safety practices such as improper driving, etc.;
8. Mischievous actions such as horse play, wrestling or other similar physical conduct;
9. Deliberate or grossly negligent or improper conduct endangering the safety of self or others, or which leads to damage of Town-owned or public property;
10. Theft, unauthorized use, unauthorized removal, unauthorized possession of or vandalism of Town records or property or employees' property;
11. Falsification of or damage to Town records (i.e., employment application and supporting documents, timekeeping records, safety records and reports, expense reports);
12. Unauthorized disclosure of Town records and information;
13. Unlawful conduct, on or off duty, when the conduct impairs the efficiency of the Town service or brings it into public disrepute;
14. Willfully, wantonly, unreasonably, unnecessarily, or through culpable negligence being guilty of brutality or cruelty to an inmate or prisoner or to a person in custody, provided the act committed was not necessarily or lawfully done in self-defense, or to protect the lives of others, or to prevent the escape of a person lawfully in custody;
15. Willfully violating safety or health rules where there is a threat to life or health;

16. Boisterous or disruptive activity, fighting or threatening violence in the workplace;
17. Smoking in prohibited areas;
18. Engaging in discrimination or harassment;
19. Possession or use of dangerous or unauthorized materials, such as firearms, weapons or explosives in the workplace (except for lawfully owned weapons maintained in an employee's personal vehicle or as required by the employee's job position);
20. Unauthorized use of telephones, the Internet, mail system or other Town-owned property;
21. Violation of Town rules, policies, ordinances, procedures or applicable federal/state regulations;
22. Operation of Town vehicles in excess of posted speed limits except by law enforcement officers and public safety employees in proper performance of their duties;
23. Reckless driving of Town vehicles or reckless operation of Town equipment;
24. Operating a Town vehicle or personal vehicle on Town business without a valid Virginia Operator's Permit;
25. Improper use of authority or position;
26. Use of abusive or threatening language toward employees, supervisor(s) or the public;
27. Taking for personal use from any person any fee, gift, or other valuable thing in the course of their work or in connection with it, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons, or accepting any bribe, gift, token, monies, or other things of value intended as an inducement to perform or refrain from performing any official acts, or engaging in any action of extortion or other things of value through their position in the Town;
28. Violations of the Town's risk management policy; or
29. Conviction of a felony or of a misdemeanor involving moral turpitude or other criminal acts that continued performance of duties is compromised.

This list is not intended to be exhaustive and dismissals may be warranted for failure to follow lawful directives, or in circumstances where the employee does not meet the conditions of employment for the position, such as unsatisfactory job performance as evidenced by receiving two consecutive unsatisfactory performance evaluations; failure to maintain valid licenses or other qualifications necessary to perform the job; or, inability to perform the work required, with or without reasonable accommodation.

CHAPTER 15 GRIEVANCE PROCEDURES

15.1 GRIEVANCE PROCEDURE FOR EMPLOYEES

A. Purpose

The purpose of the Town of Tappahannock Grievance Procedure is to afford an immediate and impartial method for the resolution of disputes that may arise between the Town government and Town employees.

B. Coverage

Except as noted below, all non-probationary full-time and part-time employees are eligible to file grievances under this procedure. The following are the exceptions:

1. Key officials of the Town. For purposes of this procedure, a key official is defined as an individual occupying the position of Department Head.
2. Members of boards and commissions.
3. Employees whose terms of employment are limited by law.
4. Officials and employees who serve at the will or pleasure of an appointing authority.
5. Appointees of elected individuals or elected groups.
6. Probationary employees in matters concerning their dismissal. Probationary employees may, however, use this procedure for complaints or disputes other than dismissals that are determined to be grievable.
7. Temporary, limited term and seasonal employees.
8. Law enforcement officers as defined in Chapter 5 (§ 9.1-500 et seq.) of Title 9.1 of the Code of Virginia whose grievance is subject to the provisions of Chapter 5 and who have elected to proceed pursuant to those provisions in the resolution of their grievance, or any other employee electing to proceed pursuant to any other existing procedure in the resolution of their grievance. Grievances by sworn law enforcement officers shall be handled in accordance with Chapter 5 unless the officer opts to grieve under the Town's standard grievance procedure.

The Town Manager shall determine the Key Officials of the Town (by position title) excluded from this grievance procedure and shall maintain in the Town Manager's office a list of such excluded positions. Further, and to the extent required by law, they shall ensure that any required certifications shall be executed and filed with the appropriate person(s).

C. Definition of Grievance

A grievance shall be a complaint or dispute by a covered employee relating to their employment, including but not necessarily limited to:

1. Disciplinary actions, including disciplinary demotions, suspensions, and dismissals provided that such dismissals result from formal discipline or unsatisfactory job performance.
2. The application of personnel policies, procedures, rules, and regulations, and the application of ordinances and statutes.
3. Acts of retaliation as the result of the use of or the participation in the grievance procedure or because the employee has complied with any law of the United States or of the Commonwealth of Virginia, has reported any violation of such law to a governmental authority, has sought any change in law before the United States Congress or the General Assembly of Virginia, or has reported an incident of fraud, abuse, or gross mismanagement.
4. Discrimination on the basis of race, religion, color, sex, age, national origin, political affiliation, pregnancy, childbirth or related medical condition, marital status, disability, genetic information, veteran or military status, sexual orientation, gender identity/expression or other protected status.

D. Management Responsibilities

The Town reserves to itself the exclusive right to manage the affairs and operations of Town government. Accordingly, complaints involving the following management rights and prerogatives are not grievable:

1. Establishment and revision of wages or salaries, position classification, or general benefits.
2. Work activity accepted by the employee as a condition of employment, or work activity which may reasonably be expected to be a part of the job content.
3. The contents of ordinances, statutes, or established personnel policies, procedures, rules, and regulations.
4. The methods, means, and personnel by which work activities are to be carried on, including but not necessarily limited to:
 - a. The provision of equipment, tools, and facilities necessary to accomplish tasks.
 - b. The scheduling and distribution of manpower/personnel resources.
 - c. Training and career development.
5. The hiring, promotion, transfer, assignment, and retention of employees in positions within the Town's service.
6. Failure to promote except where the employee can show that established promotional policies or procedures were not followed or applied fairly.
7. The relief of employees from duties, or taking action as may be necessary to carry out the duties, of the Town in emergencies.

8. Direction and evaluation of the work of Town employees, including periodic performance appraisals and pay adjustments.
9. Dismissal, layoff, demotion, or suspension from duties because of lack of work, reduction in force, or job abolition, except where such action affects an employee who has been reinstated within the previous six months as the result of the final determination of a grievance. In any grievance brought under the exception to this paragraph, the action shall be upheld upon a showing by the Town that:
 - a. There was a valid business reason for the action, and
 - b. The employee was notified of the reason in writing prior to the effective date of the action.

E. Standing to Pursue a Grievance

A grievant must be personally and directly affected by an occurrence or condition before they shall be permitted to pursue a grievance. No employee may grieve another employee's job performance unless such job performance directly or adversely affects the grievant's own employment. Disputes as to an employee's standing to file a grievance shall be determined as shall any other disputes as to grievability as set forth in Section F.

F. Grievability

1. Grievability and access are determined by the Town Manager generally after the grievance reaches Step 3. Only after the Town Manager has determined that a complaint is grievable and/or the grievant has access to the procedure may a grievance be advanced through Steps 3 and 4. Should the question of grievability or access arise at Step 2, the grievant or the department head may request a ruling on grievability and/or on access by the Town Manager. The Town Manager shall render a decision within ten calendar days of receipt of the ruling request and shall send a copy of the decision to the grievant and the department head.
2. The Town Manager's decision on grievability and/or access may be appealed to the Circuit Court of the County. Such appeals shall be instituted by the grievant by filing a notice of appeal with the Town Manager within ten calendar days from the date the grievant received the decision. Within ten calendar days after the filing of the notice of appeal, the Town Manager or their designee shall transmit to the Clerk of the Circuit Court a copy of the Town Manager's decision on grievability or access to the procedure, a copy of the notice of appeal, a copy of the grievance record, and copies of all exhibits. A list of the evidence furnished to the Court shall also be furnished to the grievant. The appeal will be heard by the Court as provided by law. The decision of the Court is final and is not appealable.

G. General Policy

Except as otherwise noted, the following rules apply to all levels of grievance hearings.

1. Time intervals specified in Steps 1 through 4 may be extended by mutual

consent of the parties.

2. When a deadline falls on a Saturday, Sunday, or Town holiday, the next calendar day that is not a Saturday, Sunday, or Town holiday shall be considered the last calendar day.
3. All grievance meetings and hearings shall be held during normal Town working hours unless both the grievant and the Town Manager should mutually agree otherwise.
4. Town employees who are necessary participants at grievance hearings shall not lose pay for time necessarily lost from their jobs and will not be charged leave because of their attendance at the grievance proceedings.
5. At the Step 3 meeting, the grievant, at their option, may have present a representative of their choice. If the grievant is represented by legal counsel, the Town likewise has the option of being represented by counsel.
6. The use of recording devices or a court reporter is not permitted at Step 1, 2, and 3 meetings. Only Step 4 hearings may be recorded.
7. Hearings are not intended to be conducted like proceedings in court and the rules of evidence do not necessarily apply.
8. At Step 4, the grievance panel shall have the discretion to limit the attendance at the hearing of persons not having a direct interest in the hearing.
9. At the request of either party, Step 4 hearings shall be private.
10. Except in grievances involving discipline or in cases where the grievance panel determines otherwise, the grievant shall present their evidence first.
11. The grievance panel shall determine the propriety of and the weight to be given the evidence submitted.
12. Both the grievant and the Town may call appropriate witnesses. All witnesses, including the grievant, shall be subject to examination and cross-examination.
13. Witnesses shall be present only while actually giving testimony and shall otherwise be excluded from the room.
14. The grievant shall not be entitled to financially recover more than that which they have lost; the grievant's costs are not to be assessed against the Town.
15. Where a grievant has obtained partial relief at one level of this grievance procedure but decides to appeal to the next higher level, the filing of a request form to the next higher level shall constitute rejection of, and relinquishment of any claim to, any and all relief granted at the previous level.
16. Each party shall bear the costs and expenses, if any, of their legal counsel or representative.

H. Consolidation of Grievances

In the event that an employee files more than one grievance, the Town Manager may, at any time prior to a panel hearing, consolidate those grievances for joint processing. If the grievances are consolidated, the processing of the first grievance shall be suspended until such time as the last filed grievance proceeds to the same point in this procedure. Once consolidated, the grievances shall be processed at the same time.

I. First Step – Immediate Supervisor Level

An employee who believes they have a grievance and wishes to utilize this procedure shall discuss the grievance informally with their immediate supervisor within twenty calendar days of the occurrence of the incident giving rise to the grievance or within twenty calendar days following the time when the employee reasonably should have gained knowledge of its occurrence. A response to the grievance shall be communicated, either orally or in writing, to the grievant within ten calendar days.

Note: If the complaint is alleging discrimination or retaliation by the immediate supervisor, the grievance may be presented at Step 1 to the department head or, if there is no department head above the immediate supervisor, to the Town Manager. If Step 1 is with the Town Manager, Step 2 is omitted and the written grievance is presented to the Town Manager. The grievance proceeds immediately to Step 3.

J. Second Step – Department Head Level

If the grievant is not satisfied with and does not accept the Step 1 response, or if a response is not provided within the required time frame, the grievant may proceed by putting the grievance in writing on the Grievance Form. The Grievance Form shall be delivered, by mail or in person, to the department head within ten calendar days of receipt of the supervisor's response or the deadline for that response, whichever occurs first. If the immediate supervisor is the department head, the written grievance should be presented to the Town Manager and it will proceed as if it were at Step 3.

The written grievance must include a description of the complaint or dispute that constitutes the grievance; a description of the attempts that have been made to resolve the complaint or dispute; and the specific relief that the grievant is seeking through the grievance procedure. Once the grievance has been reduced to such written statement, challenges to additional management actions or omissions cannot be added.

The department head shall meet with the grievant within five (5) calendar days after receipt of the written statement. Appropriate witnesses for each side may be present, but only while providing information. The department head shall render a written response to the grievance within ten calendar days following the Step 2 meeting with a copy of the response being sent to the manager. By mutual consent of the grievant and the department head, the grievant may skip Step 2 and proceed directly to Step 3.

K. Third Step – Town Manager Level

If the grievant does not accept the response at Step 2, or if the department head fails to respond within the required time frame, the grievant shall indicate their desire to advance the grievance to Step 3 on the Grievance Form. The Grievance Form shall be delivered by mail or in person, directly to the Town Manager within ten calendar days following receipt of the Step 2 response or immediately after the deadline for that response, whichever occurs first. If the Town Manager determines (or has previously determined) that the complaint is grievable, a meeting with the grievant, the grievant's representative if there is one, a representative of the affected department and the Town Manager will be held within five days. Appropriate witnesses for each side and such other persons as the Town Manager or the grievant may want to call, may be present to offer testimony only. The Town Manager shall render a written response to the grievance within ten calendar days following the Step 3 meeting.

In the event that the Town Manager determines that the complaint, or a portion of the complaint, is not grievable, the grievant may appeal that decision to the Circuit Court as set out in Section F.2 of this procedure.

L. Fourth Step – The Grievance Panel

If the grievant does not accept the Step 3 written response, or if the Town Manager fails to respond within the required time frame, and the grievant wishes to advance to a grievance panel hearing, the grievant shall complete step 4 of the Grievance Form.

The Grievance Form shall be delivered, by mail or in person, directly to the Town Manager within ten calendar days following receipt of the Step 3 response or the deadline for that response, whichever occurs first. The Grievance Form shall contain the name of the person whom the grievant desires to serve on the grievance panel. The grievant shall not name a person to serve on the grievance panel unless and until the grievant has received that person's consent to do so. The grievance shall be heard by an impartial grievance panel as set out in Section N of this procedure.

M. Composition of Grievance Panel

1. Within five calendar days of receipt of the Step 4 request form, the Town Manager shall appoint a member to serve on a grievance panel. The member selected by the grievant and the member selected by the Town Manager shall then select a third member.
2. If the panel member appointed by the grievant and the panel member appointed by the Town Manager or their designee cannot agree upon a third panel member within 20 calendar days of the Town's receipt of the selection of the first two panel members, then the chief judge of the Circuit Court shall choose an impartial, third panel member. The third panel member shall act as chair of the panel.
3. The panel shall not be composed of any persons having direct involvement with the grievance being heard by the panel, or with the complaint or dispute, giving rise to the grievance. Managers who are in a direct line of

supervision of a grievant, persons residing in the same household as the grievant, and the following relatives of a participant in the grievance process or a participant's spouse are prohibited from serving as panel members: spouse, parent, child, descendants of a child, sibling, niece, nephew, and first cousin. No attorney having direct involvement with the subject matter of the grievance, nor a partner, associate, employee, or co-employee of the attorney shall serve as a panel member.

N. Rules for Grievance Panel Hearings

The following rules apply to Step 4 grievance panels and the conduct of Step 4 grievance panel hearings:

1. The grievant shall bear the reasonable costs and expenses, if any, of their panel member.
2. The Town shall bear the reasonable costs and expenses, if any, of its panel member and those of the third panel member unless the grievant objects. Upon objection, the reasonable costs and expenses of the third panel member shall be shared equally between the Town and the grievant.
3. No person shall receive any compensation, whether monetary or otherwise, for their time in serving as a member of a grievance panel. Notwithstanding this prohibition, a Town employee serving as a member of a grievance panel may receive their usual Town salary for the period they serve on such a panel.
4. The panel shall promptly set the date, time, and location for hearing the grievance and shall notify the parties.
5. The Town shall provide the panel with copies of the grievance record prior to the hearing, and shall provide the grievant with a list of the documents furnished to the panel.
6. Each party shall furnish to the other copies of all documents, exhibits, and a list of witnesses it intends to use at the panel hearing seven calendar days in advance of the hearing.
7. Both the grievant and the Town may be represented by legal counsel or other representative at the panel hearing. Such representatives may examine, cross-examine, question, and present evidence on behalf of the grievant or the Town before the panel without being in violation of the provisions of Virginia Code §54.1-3904.
8. The panel shall have the authority to determine the admissibility of evidence without regard to the burden of proof so long as a full and equal opportunity is afforded to all parties for the presentation of their evidence. The Town shall present its evidence first in grievances challenging a disciplinary action and shall have the burden of persuasion on such issue.
9. All evidence shall be presented in the presence of the panel and the parties except by mutual consent of the parties.

10. The decision of the panel should be rendered as soon as possible, but, in any case, not later than five calendar days following the conclusion of the hearing.
11. The panel shall have the authority, if it finds (based on the greater weight of the evidence) that the grievant has been denied a benefit or wrongly disciplined without just cause (where such cause is required), to reverse, reduce, or otherwise modify such action and, where appropriate, to order the reinstatement of such employee to their former position with back pay.
 - a. Back pay shall not exceed pay for time actually lost or paid leave required to be taken due to such suspension or discharge, in an amount the panel believes equitable up to the amount of actual loss.
 - b. Any award of back pay shall be offset by interim earnings the grievant earned during the period of separation.
 - c. The panel also has the power to sustain, modify or reverse the Town's action.
12. The panel shall not have authority to do any of the following:
 - a. Formulate policies or procedures.
 - b. Alter existing policies or procedures.
 - c. Circumscribe or modify the rights afforded the parties in this procedure.
 - d. Grant relief greater than that which the grievant has requested in the request form.
13. The majority decision of the panel, acting within the scope of its authority, shall be final and binding, subject to existing policies, procedures, and law.
14. The question of whether the relief granted by a panel is consistent with written policy shall be determined by the Town Manager or their designee, unless the Town Manager or their designee has a direct personal involvement with the event or events giving rise to the grievance, in which case the decision shall be made by the Attorney for the Commonwealth for the County.
15. Either party may petition the Circuit Court for an order requiring implementation of the panel decision.

O. Compliance

1. Except as noted in paragraph 2 below, after the initial submission of the grievance to the immediate supervisor, the failure of either party to comply with all substantial procedural requirements of this procedure without just cause shall result in a decision in favor of the other party on any grievable issue, provided the party not in compliance fails to correct the noncompliance within five work days of receipt of written notification by the other party of the noncompliance. Such written notification by the grievant shall be made directly to the Town Manager.

2. If one of the management respondents in Steps 1, 2, or 3 does not respond to the grievance, the grievant at their option may move the grievance to the next level by submitting it without the response to the next Step or the grievant can provide the Town Manager notice of the non-compliance as set forth in paragraph 1 above.
3. The Town Manager shall determine compliance issues. Compliance determinations made by the Town Manager or their designee shall be subject to judicial review, which shall be initiated by the grievant filing a petition with the Circuit Court of the County within thirty calendar days of the compliance determination.

15.2 GRIEVANCE PROCEDURE FOR SWORN OFFICERS

A. Definitions

1. “*Agency*” means the Town of Tappahannock, a political subdivision within the Commonwealth of Virginia employing the law-enforcement officer.
2. “*Law-Enforcement Officer*” means any person, other than a Chief of Police who, in their official capacity, is (i) authorized by law to make arrests and (ii) a non- probationary officer of the Town of Tappahannock police department, bureau or force.

B. Conduct of Investigation

The LEOPGA specifies that whenever a law-enforcement officer is the subject of an investigation by an agency, and the focus of the investigation concerns matters, which could lead to the dismissal, demotion, suspension or transfer for punitive reasons:

1. The officer shall be questioned at a reasonable time and place as designated by the investigating officer, preferably when the officer under investigation is on duty and at one of the following locations: office of the command of the investigating officer; or the office of the local precinct or unit of the officer being investigated, unless the matters being investigated are of such a nature that requires immediate action.
2. Prior to the officer being questioned, they shall be informed of (i) the name and rank of the investigating officer and of any individual to be present during the questioning and (ii) the nature of the investigation.
3. If a blood or urine specimen is taken from a law-enforcement officer for the purpose of determining whether the officer has used drugs or alcohol, the specimen shall be divided and placed into two separate containers. One container shall be tested while the other is held in a proper manner, to preserve the specimen, by the facility collecting or testing the specimen. Should the first specimen test positive, the law-enforcement officer shall have the right to have the second specimen tested by an independent laboratory of their choice (pursuant to §§18.2-268.1 through 18.2-268.1); the laboratory chosen by the officer must

be accredited or certified by one or more of the following bodies: the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB), the College of American Pathologists (CAP), the United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA), or the American Board of Forensic Toxicology (ABFT). The officer shall notify the chief of their agency in writing of their request within 10 days of being notified of positive specimen results.

C. Notice of charges; response; election to proceed under grievance procedure of local governing body -

1. Prior to dismissing, demoting, suspending without pay, or transferring for punitive reasons, the following rights shall be afforded the law-enforcement officer:

- a. The law-enforcement officer shall be notified in writing of all charges, the basis therefore, and the action which may be taken;
- b. The law-enforcement officer shall be given an opportunity, within a reasonable time limit after the date of the written notice provided above, to respond orally and in writing to the charges. The time limit shall be determined by the agency, but in no event shall it be less than five calendar days unless agreed to by the law-enforcement officer;
- c. The law-enforcement officer may be assisted by counsel at their own expense; and
- d. The law enforcement officer shall be given written notification of their right to initiate a grievance under the grievance procedure established by the local governing body pursuant to §§15.2-1506 and 15.2-1507. A copy of this grievance procedure must be provided upon their request.
- e. A law-enforcement officer may proceed under either the local governing body's grievance procedure or the LEOPGA, but not both.

D. Personal assets of officers

No law-enforcement officer shall be required or requested to disclose any item of their property, income, assets, source of income, debts, or personal or domestic expenditures, including those of any member of their family or household, unless (i) such information is necessary in investigating a possible conflict of interest with respect to the performance of their official duties (ii) such disclosure is required by law, or (iii) such information is related to an investigation. Nothing in this section shall preclude an agency from requiring the law-enforcement officer to disclose any place of off-duty employment where they may be contacted.

E. Hearing; hearing panel recommendations

Whenever a law-enforcement officer is dismissed, demoted, suspended or

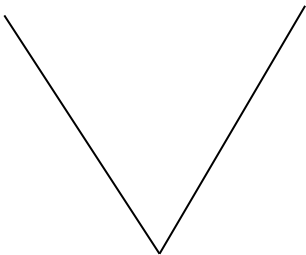
transferred for punitive reasons, they may, within a reasonable amount of time (as set by the agency) following such action, request a hearing. If the law-enforcement officer makes a timely request, a hearing shall be held within a reasonable amount of time (as set by the agency). This hearing shall not be set later than fourteen calendar days following the date of the request unless agreed upon by the law-enforcement officer. The law-enforcement officer and the agency will have the opportunity to present evidence, examine, and cross-examine witnesses. The law-enforcement officer can be represented by counsel unless the officer and agency are afforded, by regulation, the right to counsel in a subsequent de novo (new) hearing.

Selection of Panel Members

The Grievant and the Agency head are both allowed to pick one panel member.

*Grievant-one member
from within the agency*

*Agency head-one member
of equal rank to, but no more
than two ranks above, the grievant*



*These two panel members then pick one member from within the agency**

*If the two appointed members cannot agree upon a third member, then the Chief Judge of the judicial circuit wherein the grievant’s duty station lies, will choose the third party.

F. Conduct of Hearing

The hearing panel may, and on the request of either the law-enforcement officer or their agency shall, issue subpoenas requiring the testimony of witnesses who have refused or failed to appear at the hearing. The hearing panel shall rule on the admissibility of the evidence. A record shall be made of the hearing.

G. Option to provide a hearing by agency

At the discretion of the agency, it may, in lieu of complying with §9.1-502 give the law- enforcement officer a statement, in writing, of the charges, the basis therefore, the action which may be taken, and provide a hearing as provided for in this section prior to dismissing, demoting, suspending or transferring for punitive reasons the law-enforcement officer.

H. Hearing Panel’s Recommendations

Any recommendations of the hearing panel and the reasons therefore, shall be in writing and transmitted promptly to the law-enforcement officer or their attorney

and the agency head. Such recommendations shall be advisory only, but shall be given significant weight.

I. Immediate suspension

Nothing in this chapter shall prevent the immediate suspension without pay of any law-enforcement officer whose continued presence on the job is deemed to be a substantial and immediate threat to the welfare of their agency or the public, nor shall anything in this chapter prevent the suspension of a law-enforcement officer for refusing to obey a direct order issued in conformance with the agency's written and disseminated regulations. In such a case, the law-enforcement officer shall, upon request, be afforded the rights provided for under this chapter within a reasonable amount of time set by the agency.

CHAPTER 16 IMPLEMENTATION OF POLICIES

16.1 CONFLICTING POLICIES REPEALED

All policies, ordinances or resolutions that conflict with the provisions of this Manual are hereby repealed.

16.2 SEVERABILITY

If any provision of this Manual or any rule, regulation or order thereunder or the application of such provision to any person or circumstances is held invalid, the remainder of this Manual and the application of the remaining provisions of this policy to persons or circumstances other than those held invalid will not be affected.

16.3 VIOLATIONS OF POLICY PROVISIONS

An employee violating any of the provisions of this Manual may be subject to discipline suspension and/or dismissal.

16.4 EFFECTIVE DATE

This Personnel Policies Manual shall become effective upon adoption by the Tappahannock Town Council. This policy is retroactive for all employees presently employed with the Town.

APPENDIX FORMS

Personnel Policies Manual Acknowledgements
Telework Agreement
Agreement to Care For and Return Town Equipment
Alternative Work Location Safety Checklist
Flextime Agreement
Use of Town Vehicle Form
Vehicle Compliance Agreement
Grievance Hearing Form Step 1
Grievance Hearing Form Step 2
Grievance Hearing Form Step 3
Grievance Hearing Form Step 4



Town of Tappahannock Personnel Policies Manual Acknowledgement

The Town of Tappahannock Personnel Policies Manual, and any subsequent updates, is available on the Town website and the Town open network drive, to which all employees have access. A printed copy is maintained by each Department Head. I understand that it is my responsibility to read, familiarize myself with the policies and understand the matters set forth in this Manual. I understand that I may at any time request a printed copy of the Manual.

This Manual supersedes all prior policies as to subjects addressed in the manual and all representations, oral or written. In the event of a contradiction between this Manual and the representation of a supervisor, the terms of this Manual will govern.

I understand that no statement contained in this Manual creates a guarantee of continued employment or creates any obligation, contractual or otherwise, on the part of the Town. I understand that my employment with the Town is at-will and nothing in the Personnel Policies Manual is intended to change the at-will nature of our relationship.

I understand and acknowledge that the Town has the right, without prior notice, to modify, amend or terminate policies, practices, benefit plans, and other institutional programs within the limits and requirements imposed by law.

By signing below, I acknowledge receipt of the Personnel Policies Manual.

EMPLOYEE NAME

EMPLOYEE SIGNATURE

DATE

A copy of this acknowledgment shall be kept by the HR Office as part of the employee's personnel file and one shall remain in the employee's Personnel Policies Manual



Town of Tappahannock Telework Agreement

The following constitutes an agreement of the terms and working conditions of telework between:

Department

Date

Employee

Date

INITIATION OF AGREEMENT

1. Employee agrees to participate in telework and adhere to applicable guidelines and practices. ___Yes ___No
2. Employee agrees to participate in telework for an initial trial period beginning _____ and ending _____. This agreement may be extended beyond the initial trial period, if agreeable to the department and to the employee. If extended, the terms of this agreement should be reviewed and updated as necessary.
3. Department concurs with employee participation and agrees to adhere to applicable guidelines and policies. _____Yes
_____No
4. A copy of the Town Telework Policy has been given to the employee.
_____Yes _____No

WORK LOCATION/SCHEDULE

1. Employee's central workplace is: _____
2. Employee's alternate work location is: _____
Describe in detail the designated work area at the alternate location:

3. At the central workplace, the employee's work hours will normally be from _____ to _____ on the following days: _____
4. At the alternate work location, the employee's work hours will normally be from _____ to _____, on the following days: _____
5. Employee's time and attendance will be recorded the same as though performing official duties at the central workplace.
6. Supervisors will maintain a copy of employee's work schedule, and employee's time and attendance will be recorded the same as if performing official duties at the central workplace.

_____ Employee Initials

WORK STANDARDS/PERFORMANCE

1. Employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate.
2. Employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor, and according to guidelines and expectations stated in the employee's performance plan.
3. Supervisor will evaluate employee's job performance according to the employee's performance plan.
4. Employee agrees to limit performance of his/her officially-assigned duties to the central workplace or department/agency-approved alternate work location. Failure to comply with this provision may result in loss of pay, termination of the telework agreement, and/or appropriate disciplinary action.

COMPENSATION/BENEFITS

1. All salary rates and leave accrual rates will remain as if the employee performed all work at the central workplace.
2. Employee will be compensated according to applicable laws and Town policy for overtime work.
3. Employee understands that overtime work must be approved in advance by the supervisor. By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in their removal from telework and/or appropriate disciplinary action.
4. Overtime hours worked shall be paid/accrued as set forth in the employee handbook.
5. Employee must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, the employee agrees to follow established procedures for requesting and obtaining approval of leave.

EQUIPMENT/EXPENSES

1. Employee who uses Town owned equipment agrees to protect such equipment in accordance with Town guidelines. Town-owned equipment will be serviced and maintained by the Town.
2. If employee provides equipment, they are responsible for servicing and maintaining the equipment.
3. Neither the department nor the Town will be liable for damages to an employee's personal or real property during the course of performance of official duties or while using Town equipment in the employee's residence.
4. Neither the department nor the Town will be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the employee's residence as an alternate work location.

SAFETY

1. Employee is covered by the appropriate provisions of the Town's Worker's Compensation Policy if injured while performing official duties at the central workplace or alternate work location.

_____ Employee Initials

2. Employee and appropriate Human Resources staff shall certify that the work location is safe and free from hazards.
3. Employee shall bring to the immediate attention of their supervisor any accident or injury occurring at the alternate work location while working.
4. Supervisor or designee will investigate all accident and injury reports immediately following notification to ensure compliance with Town policy and procedures.
5. Employee shall comply with any requirements and/or visits to the alternate work location by Human Resources or Insurance staff to investigate any claims filed in order to determine compensability.

CONFIDENTIALITY/SECURITY

1. Employee will apply approved safeguards to protect department or Town records from unauthorized disclosure or damage, and will comply with the privacy requirements set forth in the Town and/or state law, Town policies, or department policy or procedure.

TERMINATION OF AGREEMENT

1. Employee may terminate participation in telework at any time unless it was a condition of employment. Two weeks' notice to the department is recommended.
2. Department may terminate employee's participation in telework at any time. (Employees may be withdrawn for reasons to include, but not limited to, declining performance and organizational benefit). Two weeks' notice to the employee is recommended when feasible, but it is not required.

_____ Employee Initials



Town of Tappahannock Agreement to Care For and Return Town Equipment

____ I acknowledge that while I am an employee of the Town of Tappahannock, I am expected to take proper care of Town equipment. I understand that upon termination, I am expected to return all property of the Town of Tappahannock in proper working order. This agreement includes, but is not limited to, the following:

Laptop _____

Desktop _____

Server _____

Mobile Phone _____

VOIP Phone _____

Tools _____

Other _____

____ I, the undersigned, hereby acknowledge I have received the above listed equipment and I am responsible for the upkeep of the equipment. I understand that in the event I do not return all the equipment issued to me, or it is damaged, I authorize the Town of Tappahannock to deduct the amount due for the equipment.

____ I understand that continued failure to return equipment may be considered theft by the company and may lead to criminal prosecution.

Employee Name

Signature

Date



Town of Tappahannock

Alternate Work Location Safety Checklist

Employee: _____

Department: _____

Supervisor: _____

Location: _____

Phone: _____

The following checklist is designed to assess the overall safety of the alternate work location. Each participant should read and complete the self-certification safety checklist. Upon completion, the checklist should be signed and dated by the participating employee and immediate supervisor with a copy provided to the Human Resources Manager.

The alternate work location is located (check one): _____ in home _____ not in home.

Describe the designated work area:

To the best of one’s knowledge:

- 1. Is the space free of asbestos-containing materials? ___ Yes ___ No
- 2. If asbestos-containing material is present, is it undamaged and in good condition? ___ Yes ___ No
- 3. Is the space free of indoor air quality problems? ___ Yes ___ No
- 4. Is there adequate ventilation for the desired occupancy? ___ Yes ___ No
- 5. Is the space free of noise hazards (noises in excess of 85 decibels)? ___ Yes ___ No
- 6. Is there a potable (drinkable) water supply? ___ Yes ___ No
- 7. Are lavatories available with hot and cold running water? ___ Yes ___ No
- 8. Are all stairs with four or more steps equipped with handrails? ___ Yes ___ No
- 9. Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service? ___ Yes ___ No
- 10. Do circuit breakers clearly indicate if they are in the open or closed position? ___ Yes ___ No
- 11. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires fixed to the ceiling, etc.)? ___ Yes ___ No

_____ Employee Initials

- 12. Will the building's electrical system permit the grounding of electrical equipment? __ Yes __ No
- 13. Are aisles, doorways, and corners free of obstructions to permit visibility and movement? __ Yes __ No
- 14. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways? __ Yes __ No
- 15. Do chairs have loose casters (wheels)? __ Yes __ No
- 16. Are the rungs and legs of chairs sturdy? __ Yes __ No
- 17. Is the work area overly furnished? __ Yes __ No
- 18. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard? __ Yes __ No
- 19. Is the office space neat, clean and free of excessive amounts of combustibles? __ Yes __ No
- 20. Are the floor surfaces clean, dry, level and free of worn or frayed seams? __ Yes __ No
- 21. Are the carpets well secured to the floor and free of worn or frayed seams? __ Yes __ No

Employee Signature

Date

Supervisor or Designee

Date

Human Resources Manager Review

Date

Comments:



Town of Tappahannock Flextime Agreement

The following constitutes an agreement of the terms and working conditions of

Flextime between: Department

Date

Employee

Date

INITIATION OF AGREEMENT

1. Employee agrees to participate in flextime and adhere to applicable guidelines and practices.
_____ Yes _____ No
2. Employee agrees to participate in flextime for an initial trial period beginning _____ and ending _____.
This agreement may be extended beyond the initial trial period, if agreeable to the department and to the employee. If extended, the terms of this agreement should be reviewed and updated as necessary.
3. Department concurs with employee participation and agrees to adhere to applicable guidelines and policies.
_____ Yes _____ No
4. A copy of the Town Flextime Policy has been given to the employee.
_____ Yes _____ No

WORK SCHEDULE

1. The employee's flextime schedule will be:

2. Employee's time and attendance will be recorded the same as though performing official duties at the central workplace.
3. Supervisors will maintain a copy of employee's work schedule, and employee's time and attendance will be recorded the same as if performing official duties during established working hours.

WORK STANDARDS/PERFORMANCE

1. Employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor, and according to guidelines and expectations stated in the employee's performance plan.
2. Supervisor will evaluate employee's job performance according to the employee's performance plan.

_____ Employee Initials

COMPENSATION/BENEFITS

1. Employee understands that overtime work must be approved in advance by the supervisor. By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in their removal from telework and/or appropriate action.
2. Employee will be compensated according to applicable laws and Town policy for overtime work that has been requested by their supervisor and approved in advance.
3. Overtime hours worked shall be paid/accrued as set forth in the employee handbook.
4. Employee must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, the employee agrees to follow established procedures for requesting and obtaining approval of leave.

TERMINATION OF AGREEMENT

1. Employee may terminate participation in flextime at any time unless it was a condition of employment.
2. Department may terminate employee’s participation in flextime at any time. (Employees may be withdrawn for reasons to include, but not limited to, declining performance and organizational benefit).

_____ Employee Initials



Town of Tappahannock Use of Town Vehicle Form

The IRS requires employers to include the taxable fringe benefit value of the employee's commuting use of the vehicle on the employee's W-2. The IRS has currently set the value of each roundtrip personal commute at \$3.00.

NOTE: Please provide this completed form to the Payroll Department by the 10th of each month for personal commutes in the previous month*:

Description of Vehicle Driven _____

Reporting period: (example 1/1/19 to 1/31/19) FROM _____ TO _____

How many roundtrip commutes did you make in the above period? _____

Number of roundtrips from line above ___ times \$3.00 = \$_____ (This is the monthly taxable value that will be included in your payroll for taxation and reporting purposes)

Employee Printed Name

Employee Signature

Date

Supervisor Printed Name

Supervisor Signature
(Authorizing employee requirement to commute)

Date

*If this form is not received you will be taxed for all working days in the month.



Town of Tappahannock Vehicle Compliance Agreement

I am required by my department head to commute in the vehicle listed below due to the on-call nature of my job. I understand that the vehicle assigned to me is a qualified take-home vehicle and I will not use the vehicle for more than de minimis personal use.

Description of vehicle driven: _____

Date Vehicle was assigned to me: _____

Employee Printed Name

Employee Signature

Date

Supervisor Printed Name

Supervisor Signature
(authorizing employee requirement to commute)

Date



Town of Tappahannock Grievance Hearing Form Step 1

Print or type your grievance. Keep a copy of the completed grievance form for yourself.

Refer to Chapter 15, Grievance, of the Personnel Policies Manual for information regarding the grievance process. **If you need additional space attach additional pages.** If you have questions, please contact Human Resources.

This is a 3-step process. (Complete where applicable)

Step 1: Immediate Supervisor Level: Informal discussion with immediate supervisor within 20 calendar days of occurrence or gained knowledge of its occurrence. A response to the grievance shall be communicated, either orally or in writing, to the grievant within 10 calendar days.

Step 2: Department Director Level: If the grievant is not satisfied with and does not accept the Step 1 response, or if a response is not provided within the required time frame, the grievant may proceed by putting the grievance in writing on the Grievance Form

Step 3: Town Manager Level: If the grievant does not accept the response at Step 2, or if the department head fails to respond within the required time frame, the grievant shall indicate their desire to advance the grievance to Step 3 on the Grievance Form.

Step 4: Grievance Panel: If the grievant does not accept the Step 3 written response, or if the Town Manager fails to respond within the required time frame, and the grievant wishes to advance to a grievance panel hearing, the grievant shall complete step 4 of the Grievance Form.

Step 1: Immediate Supervisor Level

Immediate supervisor or person who heard step 1: _____

DATE of the informal discussion with the Immediate Supervisor: _____

DATE of the informal response received from the Immediate Supervisor: _____

ACTION ALREADY TAKEN TO RELIEVE THE MATTER:

Grievant's Signature _____



Town of Tappahannock Grievance Hearing Form Step 2

Step 2: Department Director Level

Name of Grievant

Job Title

Department

Telephone Number(s)

To be completed by the Grievant at Step 2 only and filed with the Grievant's Department Head with a copy sent to the Town Manager's Office. **If you need additional space attach additional pages.**

1. Date of the incident-giving rise to this grievance.

2. Date of the Grievant's first awareness of the incident.

3. Have you had a Step 1 informal hearing with your immediate supervisor? Yes No
If yes, please state the date and time.

4. Person(s) against whom this grievance is directed.

5. Specify the incident that resulted in this grievance.

6. Specify the policy(ies), rule(s), or regulation(s) at issue.

7. Specify why the action taken was not proper.

8. Specify the relief sought.

Printed Name

Date Submitted



Town of Tappahannock Grievance Hearing Form Step 2 (cont.)

Step 2: Department Director Level (cont.)

Name of Grievant

Job Title

Department

Telephone Number(s)

Department Head Response: (Use separate sheets if necessary)

Department Head

Date Grievance Received



Town of Tappahannock Grievance Hearing Form Step 3

Step 3: Town Manager Level

To be completed by the grievant at Step 3 only and filed directly with the Town Manager’s Office.

I wish to have my grievance heard at the Step 3 (Town Manager) level. I understand that, by requesting to have my grievance heard at Step 3, I am giving up the relief, if any, that was awarded to me at Step 2.

Name of Grievant

Signature of Grievant

Date Submitted

Town Manager’s Response:

Town Manager’s Name

Signature of Town Manager

Date Grievance Received



Town of Tappahannock Grievance Hearing Form Step 4

Step 4: Grievance Panel Level

To be completed by the grievant at Step 4 only and filed directly with the Town Manager’s Office.

I wish to have my grievance heard at the Step 4 (Grievance Panel) level. I understand that, by requesting to have my grievance heard at Step 4, I am giving up the relief, if any, that was awarded to me at Step 3.

I wish for the following to serve as my designated member of the grievance panel.

Panel Member Name

Name of Grievant

Signature of Grievant

Date Submitted

Town Manager’s Panel Member:

I wish for the following to serve as the Town Manager’s designated member of the grievance panel.

Panel Member Name

Town Manager’s Name

Signature of Town Manager

Date

Third Panel Member:

As the grievant and Town Manager’s designated members of the grievance panel we select the following to serve as the third member of the panel.

Panel Member Name

Signature of Panel Member 1

Town of Tappahannock:
Personnel Policies Manual

Signature of Panel Member 2

120

Date

Adopted August 12, 2024