



# **TEAM MEMBER HANDBOOK**

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**ESTABLISHED: DECEMBER 7, 2023**

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Dear Team Member:

On behalf of the Mayor, Board of Aldermen, and the City Leadership Team, we welcome you to our team!

You are joining a team of public servants who faithfully serve this community. We are a unique municipality who strives to be the model local government. In order to provide extraordinary services, it requires a strong contribution from every team member, no matter your role.

This policy handbook contains information that explains the City's policies, procedures, benefits, and your rights and responsibilities as a team member. You will find the information critical in your career journey with us.

Providing an outstanding quality of life to our community is our top priority. As a part of our team, you will discover that your involvement will not only benefit the city but will also be a rewarding experience to you on both a professional and personal level. We aspire to provide opportunities for professional growth through training and leadership development opportunities.

We are grateful you chose to join our team and look forward to the difference you will make serving with us.

Sincerely,

James Albright  
City Manager

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[Acworth-ga.gov](http://Acworth-ga.gov)

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## **WORD ABOUT THIS HANDBOOK**

This Team Member Handbook contains various rules, policies, and procedures relating to employment with the City of Acworth (the “City”). The information contained in this Handbook is designed as an advisory guide to assist the City and our positional leaders with the effective leadership and management of our people and is not meant to address every conceivable situation or issue that arises in the workplace. The provisions and guidelines contained in this Handbook are not binding on the City and may be changed, interpreted, modified, further clarified, revoked, suspended, terminated, or added to by the City, in whole or in part, at any time, at the City’s sole option, and without prior notice to team members. This Handbook however, cannot anticipate and is not intended to cover every situation which may arise or to create specific policy to be applied in every instance. Instead, this Handbook is intended only to give on-site management general advice concerning personnel decisions. Also, as a fundamental promise, the City will comply with all applicable local, state, and federal laws.

Further, certain job positions may have additional rules and requirements that apply to those specific job duties. Each team member shall be subject to all rules and requirements that have been established regarding their position with the City. In the event of a conflict between any job-specific rules or requirements and any provisions of this Handbook, the provisions as set forth herein shall be deemed the controlling provision.

Nothing in this handbook shall be deemed to create, comprise, define, or constitute any type of oral or written employment agreement, promise, or guarantee, express or implied, between the City and any one or all its team members. Nothing in this handbook is intended to provide any assurance of continued employment or any guaranty of continuity of benefits or rights. Each team member must understand that they are an at-will team member and that nothing in this handbook or other documents shall be construed to change the team member's at-will status or otherwise create any type of contractual right.

In the absence of a specific agreement to the contrary, authorized in writing by the Mayor and Board of Aldermen, employment with and compensation from the City are for no definite period and may be terminated by the City or the team member at any time, for any reason, with or without cause, and with or without notice. Any written or oral statements or promises to the contrary are hereby expressly disavowed and should not be relied upon by prospective or existing team members.

## **CHAPTER 1 – EMPLOYMENT PRACTICES/POLICIES**

### **Equal Employment Opportunity Policy**

The City is committed to maintaining a workplace that is free of inappropriate or unlawful conduct based on race, color, religion, sex, national origin, age, disability, genetic information, or other protected characteristic as provided by law. In keeping with this commitment, we prohibit the unlawful treatment of team members, including harassment, discrimination, and retaliation, by anyone, including any supervisor, coworker, contractor, subcontractor, vendor, client, visitor, customer, or agent. It is our policy to comply with all applicable federal, state, and local laws.

### **Prohibited Conduct**

This Policy applies to all aspects of employment, including, but not limited to, recruitment, hiring, promotion, demotion, transfer, lay-off, recall, discipline, compensation, and benefits. Improper conduct also consists of misconduct that includes unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status or activity (e.g., opposition to prohibited discrimination or participation in the statutory complaint process) as provided for by law. This includes conduct by someone to another of the same gender, race, etc. We prohibit unlawful conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. No one, including any supervisor, contractor, citizen, or elected official, has authority to engage in such conduct.

If a team member feels they have been subject to the type of conduct prohibited by this Policy, they must report this conduct in accordance with the City's Complaint Procedure, which is contained in this Handbook. It is the team member's responsibility to report any improper conduct before it becomes severe or pervasive, and you do not have to wait until it rises to the level of an unlawful action.

### **Sexual Harassment**

Unlawful harassment based on sex or an individual's sex is prohibited. Unlawful harassment can take multiple forms. For instance, unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct can constitute sex-based harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Inappropriate conduct may include explicit sexual propositions; sexual innuendo; suggestive comments; jokes about gender-specific traits; gender-specific foul or obscene language or gestures; displays of foul, obscene, or sexual material; sexually - related emails and text messages; and physical contact, such as patting, pinching, or brushing against another's body. An individual who feels they have witnessed or been subject to harassment must follow the

City's Complaint Procedure, which is contained in this Handbook.

### **Prohibition of Other Types of Discriminatory Harassment**

It also is against City policy to engage in verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of their race, color, religion, sex, national origin, age, disability, genetic information, or other protected characteristic as provided by law, that: (1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

### **Americans with Disabilities Act**

It is our policy to provide equal employment opportunity to applicants and team members with covered disabilities under the Americans with Disabilities Act of 1990, as amended, ("ADA") or other applicable law. This Policy applies to all aspects of employment and application for employment. As required by the ADA or other applicable law, we will provide reasonable accommodations to qualified individuals with a disability in the workplace unless such accommodations present an undue hardship or if the individual, after application of a reasonable accommodation, is a direct threat to the health or safety of the individual or others.

An individual with a disability may request a reasonable accommodation at any time during the application process or during employment. Reasonable accommodations are changes made to the work environment or to the manner or circumstances in which the job customarily is performed that allow an individual with a disability to perform all essential job functions. We are not required, however, to provide an accommodation if doing so would cause an undue hardship to the City or if, even with a reasonable accommodation, the individual is a direct threat to the health or safety of the individual or others in the workplace.

All requests for accommodations will be addressed in connection with an interactive dialogue with the affected individual. The responsibility for seeking a reasonable accommodation begins with the employee or applicant. To request an accommodation, an individual should complete an Accommodation Request Form (which is available in the Human Resources Department) and return it to the Human Resources Director.

Upon receiving a request for accommodation, we will seek an interactive process with the individual to clarify their needs and identify the appropriate reasonable accommodation. During this process, we may request reasonable documentation, including medical documentation, of the individual's disability and need for a reasonable accommodation. Failure to provide required medical information or to otherwise participate in a meaningful way in the interactive dialogue process regarding an accommodation request may result in denial of an accommodation. Because of the personal nature of some disability issues, we will take every reasonable effort to ensure confidentiality during the review process.

Individuals will be notified of the decision regarding their request for an accommodation. Any individual believing that a reasonable accommodation has not been provided or who otherwise

feels they have been discriminated against on account of a disability must follow the City's Complaint Procedure, which is contained in this Handbook.

### **Team Member Complaint Procedure**

All team members should help to assure that we avoid any form of unlawful or inappropriate conduct. If you feel that you have experienced or witnessed (1) harassment, (2) discrimination, (3) improper denial of a request for accommodation, (4) denial of requested leave under the FMLA, ADA, or otherwise, (5) retaliation, (6) violation of any policy of the City or policy in this Handbook, (7) failure to pay overtime or other violation of the FLSA or wage payment laws, or (8) other unlawful or inappropriate conduct by anyone, including team members, supervisors, coworkers, contractors, subcontractors, vendors, clients, visitors, customers, or agents, you are to notify immediately within 24 hours (preferably in writing) to the Human Resources Director at the following:

4415 Center Street  
Acworth, Georgia 30101  
[hr@acworth.org](mailto:hr@acworth.org)  
678-801-4021

If you are not comfortable discussing the matter with the Human Resources Director or otherwise do not wish to discuss the matter with the Human Resources Director, you are to file your complaint directly with the City Manager. We prohibit unlawful retaliation against anyone who has made a complaint or provides information related to a complaint.

We will undertake an objective and appropriate review of any complaint and expect all team members to fully cooperate with internal investigations that may be initiated by the City to examine any perceived violation of City policy or procedure or any other matter. To the extent practicable and appropriate, we will keep any complaint and the terms of its resolution confidential. We will take corrective action as we determine is appropriate, including such discipline up to immediate termination of employment. You will be notified as to the outcome of your complaint. If you have any questions about the status of your complaint, you should contact the Human Resources Director at the above telephone number and address.

## **CHAPTER 2 - ADMINISTRATION OF PERSONNEL RULES & REGULATIONS**

### **Mayor and Board of Aldermen**

The Mayor and Board of Aldermen shall be responsible for adopting rules and regulations consistent with the City Code of Ordinance Sec. 3.16 Personnel policies concerning:

- The method of employee selection and probationary periods of employment;
- The administration of a position classification and compensation plan, methods of promotion and application of service ratings thereto, and transfer of employees within the classification plan;
- Hours of work, vacation, sick leave and other leaves of absence, overtime pay and the order and manner in which layoffs shall be accomplished;
- Such dismissal hearings as due process may require; and
- Such other personnel policies as may be necessary to provide for adequate and systematic handling of personnel affairs.
- The annual adoption of the budget;
- The approval of each City facilities' hours of operations; and
- Such dismissal hearings as due process may require, if applicable.

### **City Manager**

The City Manager shall be responsible for administration of the personnel rules, regulations, and policies of the City and for interpreting the various provisions contained therein.

### **Amendments**

Any section or provision of the personnel rules, regulations and policies of the City can be amended or changed by the City Manager at any time with or without notice.

## **CHAPTER 3 - CATEGORIES OF EMPLOYMENT/BENEFITS ELIGIBILITY**

### **Exempt**

Exempt team members are not eligible for overtime pay as specified by the Fair Labor Standards Act (“FLSA”). Exempt team members are subject to deductions from their salaries only for lawful reasons.

### **Non-Exempt**

Non-exempt team members are eligible for overtime pay as specified by FLSA standards.

### **Regular Full-Time**

Regular full-time team members work forty (40) hours per week in positions that require full-time staffing. These team members are eligible to receive all authorized City benefits.

### **Sworn Public Safety Full-Time**

Regular full-time public safety officers work 86-hours over a fourteen (14) day period, or such other schedule as determined to be full-time in compliance with FLSA standards. These team members are eligible to receive all authorized City benefits.

### **Regular Part-Time**

Regular part-time team members work fewer than thirty (30) hours per week. City-provided benefits are not offered to part-time team members.

### **Temporary/Seasonal Team Members**

Temporary/seasonal team members are hired to perform a specific job for a period of time fewer than 12-continuous months, or as designated by each department. City-provided benefits are not offered to these team members.

### **Essential Emergency Workers**

All team members are considered essential, however, under emergency conditions Public Safety and Operations team members are considered essential emergency personnel and are subject to be on call. If a team member does not report when requested or required because the team member deems the conditions to be too dangerous to travel from their home to their work location, the team member may be required to take Paid Time Off (PTO) in order to be paid for the time. In addition, the manager or supervisor may review each case of non-report, and if deemed necessary, may issue disciplinary action.



If an Official City Emergency Closing is issued by the governing authority or its designee due to natural disaster or inclement weather all administrative non-emergency personnel will receive pay for their regularly scheduled hours for that day. This policy does not apply to essential emergency personnel as noted above.

### **Dual Employment**

No regular full-time team member in City service may accept outside employment whether part-time, temporary or permanent, that may interfere with the team member's service to the City, without prior written approval from the respective Department Head and City Manager, if applicable. The request and approval must be in writing. Each change in dual employment shall require separate approval. Approval may not be granted when, in the Department Head's opinion, such dual employment conflicts with, is likely to conflict or interfere with, or gives the appearance of a conflict with the team member's service to the City.

Team members shall not engage in any private business or activity while on duty with the City.

### **Reduction in Force**

The City Manager reserves the right to eliminate positions as needed.

It is important for all team members to understand that: (1) no team member is guaranteed any certain number of hours per week or a particular schedule; (2) team members may be shifted from part-time to full-time or vice versa; and (3) the City specifically reserves the right to make changes to team members' hours and schedule without any advance notice or consent by the team member.

## **CHAPTER 4 – EMPLOYMENT; FILLING OF VACANCIES**

### **Policy**

In order to effect full utilization of its available human resources, the City has established a policy to select the best person for the position. Factors that are considered may include educational and training background, previous experience, potential, demonstrated skills, character traits, and the overall fit within the existing department team.

### **Employment Applications**

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the applicant from further consideration for employment or, if the person has been hired, disciplinary action, up to and including termination of employment.

### **Posting of Open Positions**

The City utilizes the option of website postings, internal job postings, and social media postings. All interested team members must apply to be considered for another position.

### **Examinations**

The selection process may include, but not necessarily be limited to, one or more of the following: oral interviews; evaluation of experience and training; written basic skills test; credit, driver and criminal history; references; and/or background checks.

### **Physical/Psychological Examinations**

Some job positions require that applicants complete a medical, psychological and/or fitness for duty examination. After a conditional offer has been made to an applicant entering a designated job category, a physical and/or psychological examination(s) will be performed at the City's expense by a health professional designated by the City. The offer of employment and assignment to duties are contingent upon satisfactory completion of the exam(s).

Current team members may be required to take a physical and/or psychological examination(s) to determine fitness for duty. Such examinations will be scheduled at reasonable times and intervals and performed at the City's expense.

## **Final Selection of New Team Members**

The final selection of the person to fill each vacancy shall be made by the Department Head.

## **Team Member Advancements**

When a team member is promoted or advanced to a position in a higher grade, the team member's salary will increase to the minimum of the new grade. If a team member is promoted or advanced to a position one grade or higher, the increase will be at the least the minimum of the new grade or at least a percentage increase that will not create a salary inequity that cannot be justified. The maximum increase will be 10% unless an equity adjustment is warranted. The City Manager, with the recommendation of the Human Resources Director and the requesting Department Head, is granted the authority to make the appropriate adjustment to the salaries of the incumbents to avoid any inequity. No team member's salary will be set below the minimum or increased above the maximum of the salary range.

In these instances, the City Manager, with the recommendation of the Human Resources Director, is granted the authority to approve the promotional increase requested by the Department Head. Such approval must be documented in a letter of justification from management and placed in the team member's file.

### **Procedures for determining a promotional increase are:**

- a) The department head will recommend the amount of the promotional increase within the standards stated in this policy.
- b) The Human Resources Director will ensure that the standards of these policies are met and the City Manager has approved the increase before processing the recommended change.
- c) The decision regarding the promotional increase will reflect the promoted team member's experience, seniority, and performance in comparison with other team members' backgrounds in the same job or in the same department. Final approval for the promotional salary rates and pay adjustments will be determined by the City Manager upon verification the adjustment will not result in a salary inequity.

## **Demotions**

A demotion is the change of a team member from one position to another position, which has a lower pay classification, whether due to disciplinary or their own request.

When a team member is demoted to a lower position in a lower classification, the team member shall be paid at a rate which is within the approved range for the position. The rate of pay will be set by the City Manager in consultation with the Department Head and Human Resources Director, and making every effort to use a rationale to place the team member at an equitable rate with other team members.

In the case of a reduction in workforce effort, the team member's pay shall be kept at the same

rate of pay or the top end of the pay grade, whichever is lower.

## **Transfers**

The transfer of a team member to a different department shall be approved by both department heads. All transfers shall be discussed with the Human Resources Director.

### **Transfer at the Request of the City**

Team members transferred to a position in a lower pay classification at the request of the City may remain at the same salary as prior to the transfer, or the highest rate of pay in the grade for the new position, whichever is lower. The City Manager, in consultation with the Human Resources Director, taking into consideration the circumstances surrounding the reasons for the transfer request may make exceptions to this procedure.

### **Pay Reclassification, Elimination**

#### ***Assuming the Duties of a Higher Pay Grade Position at the City's Request (Acting Pay)***

Team members who, at the City's request, temporarily assume the duties of a higher pay grade position shall be paid for the increased duties and responsibilities of the higher-grade position above their own and they assume the duties and responsibilities for a period of fifteen (15) working days not to exceed six (6) months. If such conditions are met, the team member's pay shall be temporarily raised to the higher minimum pay for the position whose duties they have assumed, as the discretion of the department head.

### **Downward Pay Grade Reclassification**

When a job position is reclassified to a lower pay grade, current team members in that job position will be moved to the lower grade at a point representing a pay rate no less than their current salary, unless part of a department-wide or City-wide pay reduction plan or such rate would exceed to top of the pay grade, in which case the highest rate for the pay grade shall be applied. New hire salaries will be at the new (lower) pay grade.

### **Upward Pay Grade Reclassification**

When a job position is reclassified to a higher pay grade, team members in that position will be moved to the new pay grade. The salary may remain the same or may be adjusted for the new salary range if it would otherwise be below the minimum.

### **Position Elimination**

When a job position is eliminated, team members in that job may be offered the opportunity to apply for and/or compete for other vacant job positions for which they are qualified, and their pay will be adjusted to the pay grade of the position to which they transfer.

## **Emergency and Provisional Employment**

The City Manager may approve emergency and provisional employment for not more than six (6) months without advertising the vacancy when the position must be filled immediately.

## **Contract Employment**

Personnel from temporary employment agencies or contract workers outside an agency may be utilized from time to time by the City to facilitate business needs. The temporary agency is responsible for hiring, training, assigning, disciplining, and terminating its contract personnel.

For performance purposes, contract personnel assigned to a city project will be supervised by the individual departments. Contract workers are not eligible to receive City benefits but will be required to adhere to the same performance and conduct standards as employees. Contract workers utilized outside of an agency must supply their own equipment, manage their own schedule, and be responsible for their own payroll tax payment and filing.

## **Employment of Relatives**

The City may permit the employment of a current team member's qualified relative as long as such employment does not, in the opinion of the City, create a conflict of interest. Applicants must notify the Human Resources Department of family members working for the City when applying for employment. The term "family" shall include spouse, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, uncle, aunt, nephew, niece, stepparent, stepchild, or member of a family by the remarriage of a parent.

Individuals who are related by blood, marriage, or adoption, or who are part of the same household, are permitted to work in the same City department, provided no direct reporting or supervisor-to-subordinate relationship exists or could exist. That is, no team member is permitted to work within "the chain of command" when one relative's or housemate's work responsibilities, salary, hours, career progress or benefits could be influenced by the other relative or housemate.

Related team members have no influence of the employment, transfer, promotion, salary administration or other related management/personnel consideration of the other related staff members. This policy shall apply to all persons employed by the City regardless of date of hire.

## **Non-Fraternization**

Romantic or sexual relationships between a supervisor or manager and a team member who reports either directly or indirectly to that supervisor/manager is the type of conduct that can cause real or perceived conflicts of interest, or otherwise be problematic. Therefore, the City

prohibits such relationships and any conduct (such as dating between a supervisor, manager, and any City team member who is a direct or indirect subordinate) that is intended or may reasonably be expected to lead to the formation of a romantic or sexual relationship.

When City management learns that such a relationship or activity has occurred, the participating superior will be subject to disciplinary action up to and including termination of employment. Should a supervisor or manager desire to date or become involved with a team member, the superior shall first resign from employment with the City.

## **CHAPTER 5 – CLASSIFICATION, COMPENSATION PLAN, AND PAYROLL PRACTICES**

### **Classification**

The City Manager will establish policies for maintaining and classifying a complete inventory of all positions in the City's service and accurate descriptions and specifications for each grade of employment.

### **Compensation**

A personnel action form must be completed for all team members to reflect their compensation whether they are a new hire, receiving a change in pay, receiving a stipend, special assignment, or lateral transfers.

The salary offered to the team member must be consistent with the salary and requirements of the new position and other appropriate factors. Thus, a team member who meets only the minimum requirements for the position will be started at the entry level of the pay scale. Team members who exceed the minimum requirements for the position may be offered a salary consistent with factors such as the team member's level of skills, education, experience and knowledge. However, if the requested salary is above the entry level for the position, it must be approved by the City Manager prior to making an offer to the team member.

Established salary ranges have a minimum and maximum pay for each pay grade/position. No team member shall exceed the maximum salary for their position. A team member at the top of the pay grade may not receive annual increases until the pay grade and/or range for the position is increased. A one-time adjustment in pay may be authorized in writing by the City Manager. Maintenance of the salary ranges will be achieved through the budget process by increasing the ranges according to the City Manager's recommended adjustments. These adjustments are intended to keep the salary ranges current with market conditions. If a team member should drop below the minimum of their position's salary range, they will be increased to the minimum of that range.

### **Work Time/Overtime**

The City complies with the requirements of the Fair Labor Standards Act and any applicable local law with respect to wages and hours. There may be times when a team member will need to work overtime so that the City can successfully manage operations. However, all overtime must be approved in advance by the Department Supervisor or Head or their designee.

Non-exempt hourly team members will be paid overtime at a rate of one and one-half times their regular hourly rate for all hours worked over 40 in a week (over 86 hours in a 14-day period for law enforcement personnel). At the discretion of the department and after prior notification to the employee, comp-time may be offered in lieu of overtime at the same rate of accrual. The comp time shall be at one and one and a half times the hours worked.

Exempt salaried team members do not receive overtime pay. Exempt salaried team members are subject to deductions from their salaries only for lawful reasons. If a team member feels they have been subject to an improper salary deduction, or has not been paid overtime pay the team member believes they are due, the team member must utilize the City's Grievance Procedures, which is contained in this Handbook. In the event it is determined that an improper deduction was made or that a team member was not paid any overtime due, the City will reimburse the team member.

Any paid time off, holiday, military, jury, education, bereavement, or family medical, shall not be considered as hours worked for purposes of overtime pay.

### **Recording Your Time**

The City intends that all our team members are paid fairly for all hours that they work. To accomplish this, the City must have an accurate record of the time that team members work. The City uses an online attendance portal and attendance app to keep time records for all team members. Team members are expected to accurately log in their hours worked for the day at the end of the of each day.

Using or accessing any time record other than their own or tampering with a time record in any way, will result in disciplinary action up to termination. Any change or omission from a timekeeping entry must be approved by a supervisor.

At the end of each pay period, the team member is required to submit their time worked and any leave hours recorded for the pay period. If the team member believes any of the information reflected is incorrect, they will need to contact their supervisor prior to approval of the timesheet. By approving your electronic timesheet, the team member is certifying that the information they submitted is complete and accurate.

### **One Hour Meal Break**

A sixty (60)-minute/one-hour, unpaid meal break must be taken each day by all non-exempt team members, with the exception of sworn public safety personnel. The team member should be completely relieved of their duties during this meal break. The supervisor is responsible for approving the scheduling of this meal break.

If work-related circumstances occur that impeded a team member's 60-minute uninterrupted meal break in which they were completely relieved of their duties, they should notify their supervisor prior to adjusting their time entry in the electronic time record to show that they did not take a meal break, and the team member will be credited for working the entire 60-minute meal break.



**Breaks**

Formal paid break periods are not designated. If and when breaks are given depends on the department involved and the operating needs of the department as determined by the supervisor and/or Department Head. These break periods should not exceed fifteen (15) minutes. Such periods, including “coffee breaks” shall not be used to allow a team member to come in late, leave early or to extend the lunch period.

**Nursing Mothers**

The City complies with applicable provisions of the Patient Protection and Affordable Care Act and the Providing Urgent Maternal Protections for Nursing Mothers Act. Consistent with these statutes, the City provides all nursing team members with reasonable break time to express breast milk for the nursing of a child for one year following the birth of the child. The City will provide a private place other than a bathroom where a team member may express breast milk.

**Call-Back Pay**

If a non-exempt team member is called back to work outside of their normal working hours, that team member will be guaranteed a minimum of two (2) hours of regular pay or receive pay for actual hours worked, whichever is greater.

**Pay Deductions**

There are two types of payroll deductions: those required by law and those authorized by the team member.

Deductions by law include income tax (federal and state); Medicare/Social Security; and any court or government ordered request (such as tax levy, garnishment, child support, etc.).

Deductions requested by a team member include medical, dental and vision insurance premiums; retirement plan contributions; flexible spending account contributions; checking/savings account deposits; and voluntary insurance plan premiums; and other group benefits deductions offered by the city and authorized by the team member in writing.

Changes in authorized deductions may be made through the Human Resources Department and must be requested in writing. Team members are responsible for checking their paycheck stubs to ensure that the proper deductions are being withheld for the benefits they have selected and reporting any deduction errors immediately to the Human Resources department. The City is not responsible for any loss of benefits due to a team member’s failure to report such changes, unless otherwise required by law.

## **Changes in Personal Information**

Team members are responsible for informing the Human Resources Department, in writing, of any changes in personal status such as:

- Name change
- Address change
- Beneficiary change
- Tax status change
- Change in marital status, number of children, and other information needed for benefits purposes.
- Email Address
- Cell phone number
- Emergency contact

Some requested changes may require forms to be completed. Team Members have 30 days to report these changes.

## **Pay Advances**

The City will not make personal loans or payroll advances to team members.

## **Administrative Pay Corrections**

The City takes reasonable steps to ensure that team members receive the correct amount of pay in each paycheck, and that team members are paid promptly on the scheduled payday.

In the event that there is an error on a team member's paycheck, they should promptly bring the discrepancy to their supervisor and/or Department Head. The supervisor and/or Department Head will work with the appropriate departments so that adjustments in pay and/or deductions can be corrected as quickly as possible. In the event of an overpayment, the Finance Department will work with the team member to determine a reasonable repayment schedule.

## **Flex Time**

In lieu of wages paid for overtime, a team member may utilize flex time, and must be taken during the same forty (40) hour work week earned. This policy is applicable as deemed appropriate by the Department Head.

## **Flexible Scheduling**

All positions have been assigned to a category that provides a level of flexible benefit that finds balance in meeting each team member's desire for flexibility while still allowing the city to deliver quality, uninterrupted services to our citizens.

Department Heads and their supervisors are expected to work within the categorical assignments to afford some level of flexible benefit to the applicable position. The city's classification and pay scale contains a column labeled "SCH" to assign positions to one of the following four categories:

***Ten Hour Workday Positions (TWD).*** The intent of this category is to provide a flexible benefit to labor intensive positions. These team members can be scheduled for four, ten (10)-hour workdays. During weeks in which city holidays occur, these team members will be transitioned to eight (8) hour workdays. This policy does not guarantee which days the team member is scheduled nor that the days are consecutively scheduled. These positions are regularly scheduled for a one (1) hour lunch break.

***Customer Facing and Support Positions (CF).*** The intent of this category is to provide flexible benefits options to team members assigned to this category at the department head's discretion. These are positions that are generally customer facing positions or provide a level of support to other team members that require a regular physical presence during normal operating hours. This may include allowing a team member to start their day(s) thirty (30) minutes before or end their day(s) thirty (30) minutes after normal operating hours to afford one (1) or more days a week in which the team member does not have to work a full eight (8) hour day. These positions are regularly scheduled for a one (1) hour lunch breaks of full days of service.

***Remote Working Positions (RW).*** The intent of this category is to provide flexible benefits to team members who can fully conduct the duties of their job remotely. Simply put, other than walking into the team member's office and not seeing them present, their leader should not be able to tell they are not physically in the office that day. The team member remains responsive to emails, calls to desk phone are forwarded to cell phone, and is available during normal operating hours via cell phone to conduct city business. Team members in this category shall be afforded one (1) day per calendar month to work remotely. Team members may request to the Department Head to participate in the CF category in lieu of. This category is tracked at department level.

***Eighty-Six Hour Positions (ES).*** This category is assigned solely to public safety positions who work an eight-six-hour schedule (Ranks of Public Safety Liaison to Lieutenant) every two weeks.

***Exception.*** If at any time this policy temporarily conflicts with the department head's ability to provide quality, uninterrupted services (position vacancies, holiday weeks, seasonal increase in workloads, unexpected absence of other team members, etc.), a team member's performance is failing to meet standards, or the flexible benefit has been abused in any way, then the benefit may be revoked.

## **Merit Increases**

Team members with a favorable performance review may receive a merit increase. All merit increases will be approved by City Manager prior to discussion with the team member. Team

members that have capped out on their salary may receive some other form of compensation deemed appropriate by the City Manager.

## **CHAPTER 6 – BENEFITS PLAN**

### **Purpose**

The benefits plan is designed to provide a supplemental package of programs which contribute to the physical and mental health and/or general well-being of the team member and their dependents. The plan is designed to enhance the retention and recruitment of team members serving the city.

### **Administration of Benefits Plan**

The primary responsibility for the day-to-day administration of the benefits plan shall rest with the Human Resources Department within the limits of these policies and procedures. Specific details on the various benefits programs, their availability, and the level of benefits are available from the Human Resources Department. The Broker, who provides services related to assisting the city in the selection, recruitment, communication, and accountability of carriers, shall serve as an alternate contact for this information when Human Resources is not available.

A team members' rights and benefits are determined in accordance with the provisions of the applicable benefit policy, and benefits are effective only if team members are eligible for the benefit (including any insurance) and remain covered or insured in accordance with policy terms. Any benefit policy is subject to amendment, suspension, modification, or termination in accordance with any provision thereof or at the discretion of the City without the consent, notice to, or concurrence of any person covered or insured thereunder.

Set forth below are general descriptions of the benefits provided by the City at time this handbook is published, with the eligibility requirements, benefits, etc. governed by the applicable plan documents and not this handbook. The City reserves the right to amend, suspend, modify, or terminate these benefits at any time and for any reason. No agent or person, except the City Council in writing, has authority to contravene the terms of any benefit plan, including waiving any condition or restriction of any benefit plan, extending the time for making a payment, or binding the City by making any promise or representation. Unless otherwise required by applicable law or by a specific Policy contained in this Handbook, once a team member is terminated, the City will not pay benefits under any benefit plan, except for that amount that the team member has contributed into the plan and has not yet utilized up to the time of termination.

### **Health, Dental and Vision Insurance**

#### **Eligibility – Regular Full-time Team Members**

The City may provide health, dental and vision programs for eligible team members. Dependent care coverage may be available to all eligible team members wishing to choose such a benefit at additional cost. Team members are able to elect benefits during open

enrollment, as a new hire, or if the team member is experiencing a life change.

### **Basic Life Insurance**

#### **Eligibility – Regular Full-time Team Members**

The City provides life insurance for eligible team members. All team members receive one (1) time their basic annual salary. This benefit is paid by the City.

### **Disability Insurance**

The City provides a long-term and short-term disability plan for eligible team members. Team members are eligible for this benefit after exhausting 7 days (STD) and 90 days (LTD) since the initial date of disability by physician.

#### **Eligibility – Regular Full-time Team Members**

### **Accident Death & Dismemberment (AD&D)**

#### **Eligibility – Regular Full-time Team Members**

The City offers Accidental Death & Dismemberment for eligible team members. If a team member is in an unfortunate accident and it results in death, the City will pay out insurance to the surviving family.

### **Team member Assistance Program (EAP)**

#### **Eligibility – Regular Full-time and Part-time Team Members**

The Employee Assistance Program provides 24/7 counseling services for team members in time of need. All conversations are confidential and professional. If a team member has suffered a loss, needs support, or to just need to speak with someone to receive advice, the City highly encourages them to call one of the licensed professionals provided.

### **Unemployment Insurance**

#### **Eligibility – Regular Full-time and Part-time Team Members**

Upon separation from employment, the departed team member may be entitled to state and federal unemployment insurance benefits. These individuals should contact the Human Resources Department for more details.

## **Other Benefits**

### **Eligibility – Regular Full-time Team Members**

The City offers other group benefits that may be purchased at a group rate to team members. The team member is responsible for the deductions and the benefit may be portal upon termination. Benefits may include but not limited to the following:

- A. Supplemental Life Insurance
- B. Pet Insurance
- C. Peace Officers' Annuity and Benefit Fund of Georgia (Sworn Police Team members Only)
- D. AFLAC

## **Benefits Continuation/COBRA**

### **Eligibility – Team Members Participating in Group Health Insurance Plans**

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives team members and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are:

- Resignation, termination of employment or death of a team member
- A reduction in a team member's hours or a leave of absence
- A team member's divorce or legal separation
- A dependent child who no longer meets eligibility requirements.

Under COBRA, the team member or qualified beneficiary pays the full cost of coverage at the City's group rates plus an administrative fee established by the City.

The Human Resources Department ensures each eligible team member receives a written notice describing rights granted under COBRA when the team member becomes eligible for coverage under the City's health insurance plan. The notice contains important information about the team members' rights and obligations.

Generally, COBRA benefits are limited to a period of eighteen (18) months from the date of the qualifying event.

## **Workers' Compensation**

### **Eligibility – Regular Full-time and Part-time Team Members**

The city provides policies and procedures related to the administration of Workers' Compensation coverage for injured team members within the meaning of the State of Georgia Workers' Compensation Act (OCGA 34-9-1, et seq.).

### **Definitions**

**Authorized Treating Physician (ATP)** – the physician(s) agreeing to perform workers' compensation medical service for City.

**Team Member's Supervisor** – the team member's supervisor at the time the original on-the-job injury or illness occurred. (The team member's supervisor may also act as the Temporary Restricted/Modified Duty, or RMD Supervisor.)

**On-The-Job Injury or Illness** – a compensable injury or illness resulting from an accident or incident that arises out of and in the scope and course of the team member's employment.



**Restricted/Modified Duty (RMD)** – modified job requirements to meet short-term limitations or restrictions, including temporary job tasks approved by the ATP that are assigned to an injured employee until such time that the Authorized Treating Physician (ATP) releases the team member to return to full duty.

**TPA (Third Party Administrator)** – the administrator of workers' compensation claims.

## **Policy**

A. A team member who is injured in an accident/incident arising out of and in the scope and course of his/her employment (hereinafter "on-the-job injury") with the City must report the injury to his/her Supervisor/Department Head within 24 hours or as soon as possible for the injury to be compensable.

B. For the injury to be compensable, a team member who suffered an on-the-job injury must seek medical treatment for that injury from an ATP listed on the Panel of Physicians that is posted at each work location, and on the city intranet website.

C. A team member who is injured after normal business hours or who requires emergency treatment may initially seek medical care from any medical provider. Follow up care for the on-the-job injury must be provided by an ATP listed on the approved Panel of Physicians for the injury to be compensable.

D. The supervisor must complete and forward the required First Report of Injury Worksheet to Human Resources within 24 hours of notification of the accident/injury. This form must be completed for all reported injuries.

E. A supervisor will complete the Supervisor's Accident Investigation Report and ensure the injured team member has signed the Statement of Understanding within 48 hours after notification of the accident/injury, or within a reasonable amount of time. These forms must be forwarded to Human Resources. Additional documentation of the injury may be required, including a recorded statement of the injured team member and any witnesses to the accident/incident.

F. A team member who has suffered a compensable on-the-job injury shall not be charged for any absence from work due to the injury on the day of the injury.

G. Beginning with the first day following an on-the-job injury, a team member who is unable to work due to the injury and restrictions given by the ATP shall be eligible to receive pay to supplement statutory Workers' Compensation benefits to a maximum of full salary – without charge to PTO – for a period of up to three (3) weeks. If a team member needs additional time based on the circumstances of the injury, the Department Head can appeal to the City Manager for an extension of time.

H. A team member who is unable to return to work because of his/her compensable on-the-job injury may be offered a Restricted/Modified Duty assignment consistent with any

medical restrictions from the ATP or be granted a leave from absence in accordance with the City's Leave of Absence Policy once Workers' Compensation paid leave has been exhausted.

I. When a team member with medical restrictions returns to work full time in a Restricted/Modified Duty assignment, they will receive his/her regular salary. If a team member has limited work hours because of the on-the-job injury, they will receive his/her salary for the hours worked and any applicable Workers' Compensation benefits.

J. Should a team member refuse Restricted/Modified Duty that is approved by the ATP, the City may exercise its legal rights to deny ongoing Workers' Compensation lost time wage benefits.

K. A team member who is unable to perform the essential job duties of his/her position because of permanent limitations provided by the ATP is encouraged to work with Human Resources to identify available opportunities for which the team member may apply. Alternatively, such team members may be offered suitable employment in accordance with the Workers' Compensation Act.

L. A team member who is unable to perform the essential job duties of his/her position for a period of six months or longer because of limitations provided by the ATP must apply for long-term disability benefits to supplement any statutory Workers' Compensation benefits.

M. The City reserves the legal right to require repayment of all or part of the funds paid for medical care and lost time wages for a compensable on-the-job injury from an injured team member who receives payment or settlement from another party or insurer.

O. This policy should be applied and construed in accordance with Workers' Compensation Act of the State of Georgia. In the event of conflict, the Workers' Compensation Act shall be controlling.

Please also see the City's Restricted/Modified Duty Program policy, which is contained in this Handbook.

### **Health Insurance Portability and Accountability Act (HIPAA)**

The City protects the privacy and confidentiality of protected health information ("PHI") whenever it is used by City representatives. The private and confidential use of such information will be the responsibility of all individuals with job duties requiring access to PHI in the course of their jobs.

PHI refers to individually identifiable health information received by the City's group health plans and/or received by a health care provider, health plan or health care clearinghouse that relates to past or present health of an individual or for payment of health care claims. PHI

includes, but is not limited to, medical conditions, health status, claims experience, medical histories, physical examinations, genetic information, and evidence of disability.

Human Resources bears the responsibility of ensuring the City's compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Any questions or issues regarding HIPAA should be addressed to Human Resources.

The City has designated Human Resources as the City's Privacy Officer to be responsible for the development and implementation of the PHI confidentiality policies and procedures and ensure that the following team member PHI rights are protected.

The City conducts enrollment, changes in enrollment and payroll deductions, provides assistance in claims problem resolution and explanation of benefits issues, and assists in coordination of benefits with other providers annually or as necessary. Some or all of these activities may require the use or transmission of PHI. Thus, all information related to these processes will be maintained in confidence. Team members will not disclose PHI from these processes for employment-related actions, except as provided by administrative procedures approved by Human Resources.

Disclosures that do not qualify as PHI-protected disclosures include:

- Disclosure of PHI to the individual to whom the PHI belongs
- Requests by providers for treatment and/or payment
- Disclosures requested to be made to authorized parties by the individual PHI holder
- Disclosures to government agencies for reporting or enforcement purposes
- Disclosures to workers' compensation providers and those authorized by the workers' compensation providers.

Information regarding whether an individual is covered by a plan for claims processing purposes may be disclosed.

Information external to the health plan is not considered PHI if the information is being furnished for claims processing purposes involving workers' compensation and/or short-term or long-term disability and medical information received to verify ADA or FMLA status.

Personnel records and disclosures of PHI will be maintained for a period of seven (7) years as required by federal law unless a state law requires a longer retention period.

## **CHAPTER 7 – RETIREMENT PLANS**

The following is for general information purposes only as eligibility, vesting, benefits, etc. are governed by the applicable plan documents and not any provision of this handbook.

### **Defined Benefit Plan (GMEBS)**

#### **Eligibility – Regular Full-time Team Members**

The City provides a Defined Benefits Plan (pension) through Georgia Municipal Association. Team members are required to participate in the plan. Team Members are eligible to participate in the defined benefits plan on the first day of employment. Specific information including, but not limited to classifications, team member contributions, vesting periods, retirement calculations, minimum ages, and annual benefits can be found in the Georgia Municipal Employee Benefit System Defined Benefit Retirement Plan. This document is made available to team members through the intranet or the Human Resources Department.

### **Deferred Contribution Plan (457B/401A)**

Team members can elect to contribute to a 457B plan up to the federally authorized legal contribution limit per calendar year. The City will match 100% of the team member's 457B plan contribution to a maximum of two and a half percent (2.5%) to the team member's two and half percent (2.5%); five and a half (5.5%) for Department Heads. The City's match will be made into a 401(a) plan. The team member shall have the ability to direct his/her contribution into the investment choices offered by the external deferred contribution plan administrator.

Contributions made by the employer shall be vested upon completion of five (5) years and shall be portable based upon regulations defined in the City's plan document and guidelines defined by the IRS.

### **Retirement Medical Insurance**

#### **Team members hired on or after January 9, 2024:**

The City does not offer health insurance for retired team members who began employment after 1, 2024.

#### **Team members hired on or after September 1, 2016 and prior to July 1, 2024:**

Team members who have been employed with the City for a minimum of thirty (30) consecutive years in a full-time capacity, and have reached the age of 60, will be eligible to purchase single coverage medical insurance under the current City medical insurance plan at the time of retirement until they become Medicare eligible. The retired team member will pay the same rate as current full-time team members for medical insurance. Rates may be adjusted at the discretion of the Mayor and Board of Aldermen. If the retired team member does not

elect Medicare when they become age eligible, coverage under the City's plan will cease on the date they becomes eligible for Medicare coverage.

**Team members hired prior to September 1, 2016:**

**Option 1:** Team members employed with the City in a full-time capacity who retire at or after reaching age 60 and have reached the Rule of 85 or greater (team member's age plus completed years of service) will be provided medical insurance that is equivalent to current team members for the remainder of their life.

Under this option, spouses may be eligible for medical insurance equivalent to that of the retired team member for the remainder of their life, if they meet the following requirements:

- The City will pay 100 percent of the cost of medical insurance if the team member retires after completing 30 years of service.
- The City will pay 75 percent of the cost of medical insurance if the team member retires after completing 25 years of service.
- The City will pay 50 percent of the cost of medical insurance if the team member retires after completing 20 years of service.
- The spouse of a team member who retires before completing 20 years of service will not be provided with any medical insurance by the City or at the City's cost.

**Option 2:** Team members employed with the City in a full-time capacity who retire at or after reaching age 52, have reached the Rule of 80 or greater (team member's age plus completed years of service) and have worked 20 continuous years will be provided medical, dental and vision insurance that is equivalent to current team members for themselves and their spouse until both become Medicare eligible. If the spouse reaches Medicare eligibility prior to the retired team member, the spouse's coverage will cease. Once the retired team member reaches Medicare eligibility, the City will provide a Medicare supplemental plan for him/her at no charge for the remainder of the retired team member's life.

Conditions for Spousal coverage: Spousal coverage is only available if that coverage was in effect at the time of the team member's retirement date. Coverage is available for spouse at the team member's retirement; subsequent marriages are ineligible. Coverage for spouses cease immediately in the case of divorce.

Conditions for Dependent Children coverage: Dependent child(ren) receiving coverage at the time of the team member's retirement may remain on the plan until the earlier of the team member attaining Medicare eligibility or the covered child(ren) are no longer eligible to remain on the plan as specified by insurance regulations, ***provided the retired team member pays 100 percent of the total cost incurred by the City to provide coverage for the child(ren).***

Upon team member death, coverage for the spouse/dependents terminate(s) after 90 days.

If a retired team member and/or spouse/dependent covered under the City's plan ever leaves the plan, for whatever reason, the team member and/or spouse/dependent will not be eligible

to rejoin the City's plan.

This benefit is only effective for those qualified team members retiring while in service on or after the adoption of this modification. (2-7-2019)

## **CHAPTER 8 – LEAVE OF ABSENCE**

### **Leave Without Pay (Non-FMLA)**

Regular full-time team members may be granted a leave of absence without pay at the discretion of the City Manager. The city reserves the right to place a team member on leave without pay. Such leave shall not exceed six (6) months and must have prior approval of the Department Head, Human Resources, and the City Manager. Leave of absence, without pay for a period of fewer than fifteen (15) calendar days, may be granted by the Department Head. No Paid Time Off shall be accrued by team members during their time on leave without pay status.

Any request for leave of absence without pay shall be submitted in writing by the team member to their immediate supervisor stating the reason for requesting leave and the approximate length of time off the team member requests. Requests should be submitted as far in advance of the first day of leave as possible.

Any unapproved leave of absence may be cause for dismissal.

Team members shall contact the City's Human Resources Department prior to departure regarding benefits that will be affected while on approved leave of absence without pay.

Team members may continue, at their expense, their group health and dental insurance coverage while on leave of absence without pay in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), Public Law 99-272, Title X. During this leave of absence without pay, the team member and employer contributions shall remain the same.

Team members must contact the City's Human Resources Department to arrange for documentation and payment of insurance premiums. Team member only, or those with differing family coverage costs will be paid in advance on a monthly basis.

### **Paid Time Off ("PTO") Policy**

PTO is an all-purpose time off policy that the City provides to regular full-time and regular part-time team members; to use for vacation, personal illness, illness of an immediate family member, or other personal business. It combines traditional vacation and sick leave plans into one flexible, paid time-off policy. This is intended to help team members maintain physical health and a mental outlook on life and work that will benefit them in their work performance with the City. The amount of paid leave earned during each pay period will be based on the team member's length of service with the City and will be considered as an accrued benefit.

Team members can accumulate PTO up to a maximum of 640 hours for Regular Team members and 688 hours for Sworn Police Officers.

Full-time new hire team members will receive 80 hours of PTO on the first day of employment or may receive credit for PTO from a last employer with appropriate documentation up to the amount of 120 hours. This credited leave is subject to the existing policy limits as defined above.

On December 31 of every year, any PTO in excess of 640 or 688 hours will not be carried forward to any subsequent year. Upon team member request, the City Manager may temporarily waive this requirement where unusual circumstances exist, when it is in the best interest of City operations.

Only upon providing the City fourteen (14) days notice and successfully completing that notice period will departing team members receive compensation at their current, base hourly rate for up to a maximum of 80 hours for Regular Team members and 86 hours for Sworn Police Officers. In addition, accrued, unused PTO, shall be forfeited. Team members who received credited PTO leave upon hire will not be entitled to compensation for that credited leave upon termination. In the event of a team member's death, a payment of the accumulated paid leave up to this maximum amount (80 for Regular Team members, and 86 hours for Sworn Police Officers) may be paid to the team member's estate.

Upon applying for and receiving retirement benefits from the city, team members shall be entitled to compensation at their current hourly rate for up to a maximum of 240 hours for Regular Team members and 258 hours for Sworn Police Officers.

Pay for PTO shall be at the team member's regular base rate of pay in effect for their regular job on the payday immediately preceding the team member's requested leave period.

Team members will continue to accrue PTO while on authorized paid leave, but leave will not accrue during leaves of absence without pay.

Team members are responsible for submitting their requests to take planned time off to their supervisors or Department Heads at least two weeks prior to the date(s) of PTO requested when possible. The ability for the Department Head to provide quality services and remain operational may factor into the approval or denial of the request.

PTO will only be used to the extent of a team member's available accumulation. Leave may not be advanced.



**Paid time off will accrue biweekly as follows based on completed years of service:**

<b>Rate of Accrual – 2080 Hour Team Member (80 Reg. Hours Worked)</b>		
<b>Years of Service</b>	<b>Hours per Biweekly</b>	<b>Hours/Year</b>
Up to 1 year	8 Hours	208
1-3 years	9 Hours	234
4-7 years	10 Hours	260
8-15 years	11 Hours	286
16+ years	12 Hours	312

  

<b>Rate of Accrual – 2236 Hour Team Member (86 Reg. Hours Worked)</b>		
<b>Years of Service</b>	<b>Hours per Biweekly</b>	<b>Hours/Year</b>
Up to 1 year	8.3 Hours	215.80
1-3 years	9.375 Hours	243.75
4-7 years	10.45 Hours	271.70
8-15 years	11.5 Hours	299
16+ years	12.6 Hours	327.60

***\*Regular part-time team members accrue 3/4 the rate of a full-time 2080-hour team member***

In the event any person having accrued PTO ceases to be employed by the City and is thereafter re-employed, the accrued personal leave of the team member at the time of separation does not carry over and is forfeited and the team member upon reemployment shall thereafter accrue and use personal leave in the same manner as if a new team member.

### **Use and Scheduling of Paid Time Off**

Except in special circumstances, or in case of sickness or illness, personal leave should be authorized by the Department Head and/or their designee. Special circumstances will be determined at the sole discretion of Department Heads and/or the City Manager. Any leave request for more than two (2) consecutive weeks shall require approval from the City Manager.

When possible, team members will be allowed to take leave at times they request, subject to operating, staffing and scheduling needs as determined by the Department Head. The City reserves the right to limit the number of team members that may be absent from a given department at any one time. In case of a conflict in the leave choices of two (2) or more team members who cannot be spared at the same time, the Department Head will determine who will take leave.

PTO may be used for appointments for routine medical or dental examinations or treatment only when such appointments cannot be reasonably scheduled during non-working hours.

If the need for PTO is unforeseeable, and the team member is unable to provide advance notice at least five (5) working days in advance, in order to be eligible for PTO, a team member must report to their supervisor at least sixty (60) minutes in advance of the scheduled starting time the reason for the absence. In such circumstance, police officers must report personal leave at least four (4) hours in advance of the scheduled shift starting time. A team member who fails to notify their supervisor in advance may not be paid for all or some of the leave at the discretion of the Department Head.

A doctor's release shall be required if the team member is returning from medical leave of three (3) days or more or at the discretion of the Department Head.

### **Cash Out of Personal Leave**

Each year at the sole discretion of the City, team members that have a PTO balance in excess of two weeks will "cash out" a maximum amount of 80 hours of PTO. Generally, the cash out period will occur during the last quarter of the calendar year; the specific date to be determined each year by the City. The eligibility provision requires the team member to maintain at least the equivalent of two weeks of their normal annual hours worked in their PTO bank subsequent to the cash out. The cash out will be issued as a separate payroll check or in conjunction with the normal payroll schedule; whichever is deemed appropriate by the City

### **Personal Leave Donation Program**

A team member ("donor") may donate accrued, unused personal leave to another team member ("recipient") who has exhausted all available leave balances (PTO, compensatory, and personal holiday hours) and who would otherwise need to take leave without pay due to personal catastrophic health conditions/injuries or similar health conditions/injuries affecting qualified family members.

- A. An illness or injury is considered catastrophic if it poses a threat to life and/or requires inpatient, hospice, or resident health care. Examples of catastrophic health conditions include heart attacks, cancer, worldwide pandemic and serious motor vehicle accidents. Minor illnesses or injuries or chronic medical conditions that are not catastrophic do not qualify for the personal leave donation program.
- B. Qualified family members include the team member's spouse, parent, child or stepchild, brother, or sister including adoptive relatives, but not relatives-by-marriage (other than the team member's spouse).
- C. Only team members who would otherwise be eligible to accrue and/or use personal leave and who have been employed for a minimum of twelve (12) months are eligible to be leave donors or leave recipients in the personal leave donation program, unless otherwise approved by the City Manager.
- D. Donated leave shall be transferred, converted, and added to a recipient's leave

balance on an as-needed basis. In the event that more than one team members requests to donate leave to the same leave recipient, the City shall debit the personal leave account of leave donors based upon the order in which their approved requests to transfer leave were received by the Human Resources Department.

- E. A team member is not eligible for receipt of leave if the injuries for which they seeks leave were suffered during or in furtherance of a criminal offense committed by the team member.
- F. The leave donation program shall be subject to the following administrative procedures:

#### **Leave Donation Requirements:**

- A. Donation of leave shall be strictly voluntary.
- B. Each leave donor must maintain a minimum balance of one (1) week of accrued leave after the donated leave is deducted. Leave may be donated only in whole hour increments from a minimum of eight hours for all team members and a maximum of 80 hours for all team members.
- C. A donor team member may not request or require any form of repayment, monetary or otherwise, of a recipient team member.
- D. The completed form should be signed by the following: donor team member and the donor team member's Department Head.

#### **Leave Receipt Requirements:**

- A. Any team member's request for donated leave should be first addressed with and approved by the Department Head.
- B. A team member may not receive leave for more than two (2) qualifying events per calendar year or for more than thirteen (13) weeks total.
- C. The City shall have the right to, at any time during a team member's leave, request further documentation supporting the need.

#### **Bereavement (or Funeral) Leave**

Team members will be granted up to three (3) scheduled shifts of bereavement leave (leave of absence with pay) upon the death of a member of the team member's family member. You must be scheduled to work during the time that you are requesting off work for the leave. Family member is defined for bereavement purposes as: parent, spouse, child, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents, son-in-law, daughter-in-law, grandchild, stepparents, step-siblings and step-children. Special requests may be made in extenuating circumstances if a family member is not identified in the above list. Team members must request bereavement leave by contacting their supervisor before going on leave.

The Department Head may approve a longer absence for extenuating circumstances, but additional time taken must be charged to comp leave, PTO, personal holiday leave or leave

without pay.

Team members will be allowed time off for a funeral, not to exceed four (4) hours, for a death in the non-immediate family.

There is no accrual of bereavement leave days and no payment upon separation from the City employment.

### **Military Leave**

The City supports the military obligations of all full-time regular team members and grants leave for uniformed service in accordance with applicable federal and state laws (Georgia state law OCGA 38-2-279). A team member going on military leave should present a copy of the team member's orders to Human Resources and their manager as soon as received. A copy of the team member's muster sheet is also acceptable as documentation of military leave.

Team members must submit an annual Drill Schedule to their manager and HR in advance if provided. A family member must notify the manager for team members unable to provide notice before leaving for uniformed service.

During the time of Military Leave of Absence (LOA), benefits and pay will be handled in the following manner:

### **Paid-Time-Off**

During Military LOA, a team member will be paid while serving our Country. The team member will be paid up to 18 calendar days in each federal fiscal year (October 1 – September 30). Once the 18 days are exhausted, the team member may use accrued PTO to receive full pay in a pay period or up to 30 days if declared an emergency by the Governor of the State of Georgia.

Personal paid time off benefits accrue for any team member on 18 days of military leave of absence. After 18 days, benefits will not accrue if in unpaid status until reinstatement. Upon reinstatement, the team member will immediately begin to accrue PTO benefits as normal. All accrued leave prior to military leave that has not been used will remain available for use upon return to work.

Coverage for medical and supplemental insurance (Health Care Plans, Life Insurance/Accidental Death and Dismemberment, and Disability Income Plans) will be terminated during a military leave of absence if the time off requested is more than one month and coverage will be provided by Tri-Care during active duty. The team member will be reinstated effective on the date of reemployment.

### **Defined Benefit Retirement Plans**

Team members will be reinstated in the plan on their date of return. There will be no break in

service, and all military leave time will be counted for seniority for vesting and benefit accrual purposes.

### **Defined Contribution Retirement Plans**

Team members will be reinstated in the defined contribution retirement plan upon return to work. There will be no break in service for vesting and benefit accrual purposes. The City will contribute to the plan for team members on military leave once they are re-instated and will allow team members to make up contributions or elective deferrals to the plan over a time of three times the length of the military leave with the repayment period not to exceed five years.

### **Returning Team members' Job Rights**

Upon return from military leave, team members will be granted the same seniority, pay, and benefits as if they had worked continuously. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination. All team members who enter military service may accumulate a total absence of 5 years and retain employment rights. The position which returning team members are entitled to depends on the length of military service. USERRA (Uniformed Services Employment and Reemployment Rights Act of 1994) generally mandates returning team members are to be reemployed in the same or similar positions they would have attained but for their military service, with the same seniority, status and pay, as well as other rights and benefits determined by seniority.

Under USERRA returning team members whose military service was less than 91 days are entitled to return to the positions in which they were employed or would have been employed if their employment had not been interrupted. Returning team members whose military service was more than 90 days are entitled to return to the position in which they were employed, would have been employed, or a position of "like seniority status and pay, the duties of which the person is qualified to perform" after reasonable efforts by the employers to qualify the person.

### **Returning from Military Leave**

A returning team member's notification of intent to return to work must be made immediately following completion of military service. Time limits for returning to work depend on the length of a person military service:

- Upon completion of 1 to 30 days service team members must report to their employer no later than the beginning of the first regularly scheduled work period on the first full calendar day following completion of service and the expiration of eight hours (i.e., an 8-hour rest period).
- Upon completion of service of 31 to 180 days, team members must submit a notice for reemployment no later than 14 days following completion of military service.
- Upon completion of service of more than 180 days, team members must submit a notice for reemployment no later than 90 days from completion of military service.

Team members failing to apply for reemployment or report to work within the specified time will be subject, without discrimination, to the City's policy governing unexcused absences.

### **Reemployment Rights and Employment Benefits**

Team members returning from military service are entitled to reemployment rights and maintenance of employment benefits only if they meet five (5) criteria for eligibility:

- The person must have held a civilian job with the employer.
- The person must have given advance notice to the employer that they were leaving the job for service in the uniformed services.
- The service period must not have exceeded five (5) years.
- The person must have been released from service under honorable conditions.
- The person must have reported to the civilian job in a timely manner or have submitted a timely notice for reemployment.

### **Civil Leave**

#### **A. Court Appearances**

Team members who are summoned for court appearances such as jury duty will be granted leave from work in order to serve. All regular full-time team members selected for jury duty shall be entitled to receive leave with pay for the period of absence required for jury service up to two (2) weeks. Such leave shall not be charged to personal leave earnings, except that on any day when such team member is excused from service, the team member will be expected to report for duty at the team member's regular place of work or be charged personal leave for time excused from jury duty. Likewise, any period of time for which a team member is excused from jury duty because of illness shall be charged to personal leave. A team member shall present a statement from the court verifying jury service. The team member shall tender jury or witness fees to the Finance Department within five (5) days of receipt of the same.

#### **B. Official Court Attendance**

Any team member subpoenaed or ordered to attend court to appear as a witness or to testify in some official capacity on behalf of the City, state, or the federal government is entitled to leave with pay for such period as may be required by the court. The team member shall tender jury or witness fees to the Finance Department within five (5) days of receipt of the same.

#### **C. Other Litigation**

Absences of a team member to appear in any capacity in other litigation are charged against the team member's PTO. If no PTO is available, the time off for this purpose will be leave without pay. Team members may retain all court fees received in other litigation procedures.

## **Family and Medical Leave of Absence**

Eligible team members may take up to 12 workweeks of unpaid, job-protected leave under the Family and Medical Leave Act ("FMLA") in a rolling 12-month period for specified family and medical reasons. In addition, eligible team members may qualify for up to 26 workweeks of unpaid job-protected leave under the FMLA in certain situations related to a covered family member's service in the Armed Forces.

### **Eligibility**

To be eligible for FMLA leave, a team member must:

- A. Have worked at least 12 months for the City (need not be consecutive);
- B. Have worked at least 1,250 hours for the City over the preceding 12 months (these hours must be actual hours worked, not to include holidays and PTO); and
- C. Work at a facility with 50 or more team members within a 75-miles radius of this worksite.

### **Reasons for Leave**

FMLA leave may be taken for the following reasons:

- A. Birth of the team member's child, or to care for the team member's newborn child;
- B. Placement of a child with the team member for adoption or foster care;
- C. To care for an immediate family member (team member's spouse, child, or parent) with a serious health condition; or
- D. Because of the team member's serious health condition which makes the team member unable to perform the functions of their job.
- E. To care for a covered service member with a serious injury or illness if the team member is the spouse, son, daughter, parent or next of kin (i.e., nearest blood relative; generally applies to sibling, uncle, aunt, first cousin) of the service member who has a serious injury or illness incurred in the line of duty on active duty or has a pre-existing injury or illness aggravated by active duty for which they are undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list or is a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces, including the National Guard and Reserves, at any time during the five-year period preceding the date on which the veteran undergoes medical treatment, recuperation or therapy.
- F. A qualifying need arising out of the fact that the team member's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) to a foreign country for one or more of the following situations:
  - (i) short-notice deployment;
  - (ii) military events and related activities;

- (iii) financial and legal arrangements;
- (iv) counseling;
- (v) rest and recuperation;
- (vi) attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active-duty status, and addressing issues arising from the death of a covered military member; and (vii) additional activities (including the timing and duration thereof) as agreed upon by the City and the team member.

**NOTE:** If the team member is on FMLA leave to care for a family member with a serious health condition and the family member dies during the FMLA leave, the FMLA leave ends at that time. Under such circumstances, additional leave may be requested under this policy.

### **Duration of Leave**

Eligible team members may receive up to 12 work weeks of unpaid leave or paid leave depending upon the team member's leave balance, during any "rolling" 12-month period, measured backward from the date that any FMLA leave is to be used. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

When leave is to care for an injured or ill service member, an eligible team member may take up to 26 work weeks of leave during a single 12-month period to care for that service member. Leave to care for an injured or ill service member when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period during which the 26 weeks of military caregiver leave is available begins on the first day that a team member takes military caregiver leave and ends twelve months after that date, regardless of the rolling 12-month period that City utilizes for determining available leave for other FMLA-qualifying reasons.

### **Intermittent Leave**

Eligible team members may take FMLA leave intermittently (in blocks of time), or by reducing their normal weekly or daily work schedule, when medically necessary for their own or an immediate family member's serious health condition. Team members who require intermittent leave or reduced-schedule leave must try to schedule their leave so that it will not disrupt the department's operations.

### **Use of Accrued Leave**

Team members who are granted FMLA leave must use any accrued paid leave beginning with the effective date of the leave. Upon exhaustion of any paid leave, the remainder of any FMLA



leave will be unpaid. For FMLA leaves other than those taken to care for a service member with a serious injury or illness, the combination of paid and unpaid FMLA leave will not exceed 12 work weeks in any 12-month period. If the team member is taking FMLA leave because of their own serious health condition and continues to be medically unable to work beyond the 12 weeks allowed by FMLA, the team member may request and may be approved for medical leave and allowed to continue using accrued or unpaid leave. However, this extension will not be counted as FMLA leave. Team members do not accrue leave while in an unpaid status.

### **Job Restoration**

Upon returning from FMLA leave, eligible team members normally will be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Exceptions are permitted when the original position is abolished during the FMLA leave due to reduction in force, reorganization, or if the team member would not otherwise have been employed even if leave had not been taken.

### **Notice & Medical Certification**

When seeking FMLA leave, team members may be required to provide:

- Thirty (30) days advance notice of the need to take FMLA leave, if the need is foreseeable, or notice as soon as practicable in the case of leave that is not foreseeable 30 days in advance.
- Medical, military circumstance or other certification supporting the need for leave must be returned before the team member's leave begins, or if not possible, within 15 days of the department's request to provide the certification. If the team member fails to do so, the City may delay the commencement of the team member's leave or withdraw any designation of FMLA leave, in which case the team member's leave of absence would be unauthorized and would subject to discipline up to dismissal.
- Second or third medical opinions and periodic re-certifications may also be required.
- Periodic reports as deemed appropriate during the leave regarding the team member's status and intent to return to work.
- Additional medical documentation to support extensions of leave beyond the original certification period; and
- Medical documentation of fitness for duty before returning to work, if the leave was due to the team member's serious health condition.

Failure to comply with the foregoing requirements may result in delay or denial of leave or reinstatement from leave.

## **Failure to Return After FMLA Leave**

Any team member who fails to return to work as scheduled after FMLA leave may be subject to dismissal from employment. Team members who exceed their FMLA entitlement without extension(s) of their leave approved under other appropriate leave provisions may be subject to dismissal from employment.

## **FMLA Designation Notice**

If a team member meets the FMLA eligibility requirements, they will be notified by the Human Resources Department whether or not the leave is designated as FMLA leave **within 5 business days** of receipt of the health care provider, exigency, or other certification. Leaves will be designated as 'approved', 'not approved', or 'additional information needed.' Team members will be notified when additional information is needed and will have fourteen (14) **calendar days** to remedy the deficiency.

## **Status of Team member Benefits during FMLA**

A team member requesting unpaid FMLA leave must complete an insurance Premium Recovery Authorization form, which is available in Human Resources. This form certifies that a team member acknowledges the City's legal right to recover the cost of any premiums paid by the City to maintain the team member's coverage in group health benefits during any period of unpaid leave subject to certain exceptions.

During an approved FMLA leave, team members are entitled to the same health insurance they had before the leave began. Team members who pay some or all of their health insurance premiums will be required to continue to pay the premiums in order to continue benefit coverage during the leave period. The team member is responsible for making arrangements to pay any premiums due during the leave period. A team member who does not return to work following FMLA leave will be liable for the payment of any health insurance premiums paid by the City during unpaid FMLA leave, unless the failure to return to work was due to the continuation, recurrence, or onset of a serious health condition or for other circumstances beyond the team member's control.

Team members will be required to periodically advise the City of their status and intent to return to work at the conclusion of the FMLA leave. Team members also must provide notice to the City at least two (2) business days prior to their return to work.

Outside employment during a team member's leave period without written city approval is prohibited and may result in disciplinary action, up to termination of employment. Further, engaging in deceptive or misleading conduct as a part of a team member's leave (including lying about the reason or need for such leave) may result in disciplinary action, up to termination.

## **Parental Leave**

Paid parental leave is granted to team members following the birth of a team member's child or the placement of a child with a team member in connection with adoption. A team member is eligible to receive up to six (6) weeks of paid parental leave once every twelve months. The twelve (12) month period is based on the initial date of prior use.

All eligible team members must be employed full-time with at least one (1) full year of service, having worked at least 1,250 hours during the last 12 consecutive months.

Team members must have given birth to a child or the other parent of the child or adopted a child (adopted child must be age 17 or younger).

Team members must complete all the necessary leave forms and provide all required documentations as stated in the Family and Medical Leave of Absence policy.

Each week of paid parental leave is compensated at 100 percent of the team members regular, straight-time, base weekly pay, paid on the City's regular scheduled pay dates.

Approved paid parental leave may be taken at any time during the three-month period immediately following the birth, adoption, or placement of the child for adoption. Paid parental leave may not be used or extended beyond three-months.

Team members must take up to six continuous weeks the paid parental leave in a three-month period from the date of the qualified event. Any unused paid parental leave will be forfeited at the end of the three-months.

Paid parental leave taken under this will run concurrently with leave under FMLA; any leave taken under this that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under FMLA will apply. The total amount of leave granted to the team member under FMLA will not exceed 12 weeks during the 12-month FMLA period.

After the paid parental leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through the team member's accrued PTO, or compensatory leave. Upon exhaustion of PTO or compensatory leave, any remaining leave will be unpaid leave.

Upon termination of employment, any unused paid parental leave for which the team member was eligible for will not be paid out.

## **Administrative Leave**

A Department Head or the City Manager, with notification to the Human Resources Department, may place a team member on Administrative Leave when:

- A. A team member is being investigated by the city for possible misconduct; they

may be placed on paid administrative leave.

- B. A team member is being investigated by a law enforcement agency for possible violation of a criminal law; they may be placed on paid or unpaid administrative leave if the leave is an extended one.
- C. A team member who is a resident of the City and who chooses to run for elected position for the city shall be placed on unpaid administrative leave from the point of qualifying until the election results are determined. If successfully elected to office their employment with the city will terminate immediately. A team member, or a who qualifies as a candidate for an elected position in Cobb County, any constitutional office State-Wide position may be placed on unpaid administrative leave from the point of qualifying until the election results are determined if a conflict exists with the employee's position with the City. If successfully elected to office such conflicting employment with the city will terminate immediately.
- D. A team member may be placed on Administrative Leave in any instance where it is considered to be in the best interest of the city and/or the team member.

Notification must be provided to the Human Resources Department with instructions that the leave shall be with or without pay.

### **Leave Due to Inclement Weather**

In the event of hazardous weather resulting in the closure of City offices, all team members who are scheduled to work during the period for which the city is officially closed will be paid. Full-time and part-time team members shall be paid according to the hours of their regularly scheduled shifts.

If questionable weather exists when the City is open for business, team members should make their own independent safety determinations concerning travel to work. If the team member elects not to attend work due to safety concerns when the city is open for business, the team member's absence will be charged against any accrued PTO or other leave balances. If no such accrued leave exists, the team member will not be compensated. Public Safety and Power team members are expected to monitor weather conditions and report to work as scheduled.

### **Holidays**

#### **A. Holidays Observed**

The City observes the following holidays:

New Year's Day (Observed on the 1<sup>st</sup> working day of the Calendar Year)  
Martin Luther King, Jr Day  
Good Friday

Juneteenth  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

When a holiday falls on a Saturday, the preceding Friday shall be declared a holiday for City team members. When a holiday falls on a Sunday, the following Monday shall be declared a holiday for City team members.

The City retains the discretion, at all times, to modify the holiday schedule (including whether a day is considered a holiday under this policy) without notice to the team members.

#### B. Holiday Pay

All regular full-time team members will receive eight (8) hours of holiday pay for each of the holidays defined above. All regular part-time team members will receive four (4) holiday pay for their regular scheduled hours for each of the holidays define above. Temporary and seasonal team members are not eligible for holiday pay. A team member who is on leave of absence without pay shall not receive holiday pay.

#### C. Holiday Worked

Non-exempt team members authorized to work during any holiday as defined above shall be paid at the rate of one and one-half times the normal hourly rate for hours worked on the holiday, plus holiday pay equal to four (4) or eight (8) hours depending on employment status.

#### D. Personal Holiday Hours

Certified Police Officers, Uncertified Police Officers, and Public Safety Liaisons working 86 hour per pay period schedules will receive 24.0 hours per year. Sanitation Crew Members and Crew Leaders/Drivers will receive 20.0 hours per year. All other team members will receive 16.0 hours per year. Personal holiday hours will be received in the first full pay period in January. Personal holiday hours must be used during the calendar year in which accrued. Any unused personal holiday hours will be forfeited at the end of the calendar year and will not be paid out upon termination of employment.

Team members who transfer during the year to another position with different scheduled hours will not be adjusted for the transfer unless it is from a part-time to a full-time position and vice versa.

#### **Restricted/Modified Duty Program**

The City will consider requests for accommodation in the form of restricted/modified duty on a temporary basis for team members who are injured or otherwise unable to perform their regular job duties due to temporary incapacity, including pregnancy, worker's compensation, occupational injuries, and non-occupational injuries. For such requests for temporary restricted/modified duty, including change of job duties, "light duty," reduced work schedule, or leave from work, the City will consider requests on a case-by-case basis. The final decision as to eligibility for and to the nature and of the temporary restricted/modified duty is within the sole discretion of the City. The City may consider factors such as the nature of the team member's impairment and limitations, the nature and requirements of the team member's job position, the team member's tenure with the City, unusual personal hardship, team member work performance, City business needs and expenses, and other business considerations regarding the approval, nature, and duration of temporary restricted/modified duty in a particular situation. Human Resources should be notified of a team member that has been approved for temporary restricted/modified duty.

Temporary Restricted/Modified Duty assignments will usually be limited to a period of six months. A Restricted/Modified Duty assignment will end: if the modified assignment can no longer be offered, when the team member is released to pre-injury status by an ATP, when the team member has been offered suitable employment and/or has accepted an alternate position, if the team member has voluntarily terminated employment, or when a workers' compensation claim is closed.

A team member's department and supervisor should not allow the team member to return to work, under any circumstances, until the team member has been released to work with restrictions or to full duty by an ATP.

Failure to follow the restrictions on the part of the team member may result in disciplinary or other corrective action.

## **Illness Policy**

Team members who exhibit symptoms defined as fever (measured temperature above 100.4 degrees), vomiting, conjunctivitis (observed as red eyes with discharge), or any other symptoms related to a contagious illness shall act as follows:

1. If a team member experiences any of the above symptoms before arriving at work, then the team member shall notify their supervisor by telephone; and not report to work until at least twenty-four (24) hours have passed after all symptoms have ended.
2. If a team member experiences symptoms while at work, then the team member shall stop work immediately, report the illness to their supervisor, and leave the workplace, and may return after at least twenty-four (24) hours have passed after the last symptom has ended.

3. Supervisors who observe a team member displaying any of the above-mentioned symptoms may require the team member to leave the workplace. If a team member is asked to leave the workplace, the team member shall be allowed to use available leave to cover the time away from work and if out for over three (3) days the team member will be required to submit a doctor's note.

## **CHAPTER 9 – TEAM MEMBER PERFORMANCE FEEDBACK SYSTEM**

### **Purpose**

The City has adopted a team member performance analysis system and evaluation process to help the supervisor and team member understand what their goals are in order to accomplish the job more efficiently. The performance evaluation process:

1. Is used to receive self-initiated feedback from the team member and for the positional leader to provide feedback to the team member regarding they do well, opportunities for improvement, mastery of core competencies, and where the team member current stands as it relates to overall performance.
2. May be used by the supervisor in determining eligibility for merit increases.

Please understand, however, that a positive performance review does not guarantee an increase in compensation, a promotion, or continued employment since compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of the City.

### **Team Members Subject to Evaluation**

Performance evaluations are conducted for all regular full-time and part-time team members of the City. These evaluations are to be conducted by the team member's supervisor annually. The performance evaluation shall be completed, reviewed with the team member, and signed by the team member, supervisor and Department Head. Then it is to be forwarded to the Human Resources Department to be included in the team member's personnel record. Performance evaluations may be conducted at any other times that the City deems appropriate.

### **Performance Evaluation Conducted by Supervisor**

Evaluations are conducted by the immediate supervisors and discussed with team members. After the evaluation report has been discussed, the team member must sign an acknowledgement form indicating that the team member has seen and discussed the evaluation with their supervisor. The team member's signature does not necessarily indicate agreement with the rating. If the team member refuses to sign, it will be so noted by the supervisor and may lead to disciplinary action. The team member also may make any comments upon the evaluation form.

### **Review by Department Head and/or City Manager**

The Department Head shall review all evaluations prior to the supervisor's discussion with the team member. The Department Head may make any comments upon the evaluation form.



## **CHAPTER 10 – EDUCATIONAL PROGRAMS**

### **Educational Assistance Program (EAP)**

#### **Purpose**

The EAP has been designed to assist team members with long-term educational goals. Reimbursable expenses include tuition, registration and application fees, books, and other required fees. The cost of supplies, parking, gasoline, student activity fees, and other related items are excluded.

#### **Eligibility**

To be eligible for educational assistance benefits, a team member must be a regular full-time team member with one (1) year of service and must be enrolled in a degree program at an accredited college or university, a diploma program at a certified technical school, or an approved GED program. Educational assistance benefits may also be utilized to obtain a Commercial Driver's License (CDL). In order to be approved, the coursework must be job-related or relevant to a position with the city. Coursework not directly related to the team member's current job must have City Manager approval.

#### **Application and Approval**

Team members must complete an; the application must be approved prior to the beginning of classes or coursework each semester/quarter, or reimbursement will not be made available. A team member must receive approval from their Department Head and the City Manager and should be budgeted item.

#### **Reimbursement**

A team member who takes approved classes/coursework may be reimbursed on a sliding scale up to a maximum of \$2,000 per fiscal year of tuition costs, registration and application fees, books, and other required fees under the following terms and conditions:

1. The class/course has been successfully completed with a minimum grade "C" at the undergraduate level and "B" at the graduate level.
2. Classes/coursework covered by grants and scholarships (i.e., Hope Grant, etc.) are not eligible for reimbursement; and
3. The team member shall submit proof of tuition payment, other receipts eligible for reimbursement, and a copy of his/her grade(s) to Human Resources within then (10) days after receiving his/her grade(s).

Grade	% Reimbursement
A	60%
B	50%
C	25%

## **Incentive Proficiency Pay Program (Non-sworn Personnel)**

The City encourages job-related higher education and professional development and provides an incentive to city team members for broadening their educational background in order to become more proficient and professional in the performance of their perspective city jobs.

It is the policy of the city to provide incentive pay to full-time team members who, during their employment with the city, complete an approved degree or bona fide certification program which is directly applicable to the respective position with the City.

All full-time team members are eligible to participate in the program after successfully completing one year of service with the city.

An Associates, Bachelor's or Master's degree will make an team member eligible for incentive pro pay if the degree is directly applicable to the team member's position with the city (as determined by the Department Head and City Manager) and is from an accredited college or university.

Completion of a work-related diploma program from an accredited vocational technical or other educational institution will also make a team member eligible for incentive pro pay if such a program can be successfully compared to a degree program as the Associate's level (as determined by the Department Head and City Manager).

In addition, certain certification programs may make a team member eligible for incentive pro pay if the certification program is directly applicable to the team member's position with the City (as determined by the Department Head and City Manager).

For the purposes of this policy, a certification program shall consist of a combination of the following: minimum of 100 hours of training; or a required number of years of experience within the profession; and a required educational level; and a required body of knowledge.

Furthermore, certification is a voluntary action by a professional group to establish a system to grant recognition to professional group establish a system to grant recognition to professionals who have met a stated level of training and/or work experience. Certifications differ from certificate programs because certifications, by definition, include an experience component. Certificate programs, on the other hand, award certificates once a course of study has been completed and do not require previous work experience.

Upon the completion of an approved degree, diploma or certification program, a city team member will be awarded a one-time bonus as a percentage of his/her current rate of pay as follows:

- Certifications – 2%
- Associate's Degree - 2%
- Bachelor's Degree – 3%
- Master's Degree – 6%

Note: If a team member obtains a bachelor's degree without obtaining an associate degree, then the bonus amount is five percent. Furthermore, the bonus award is limited to one program per fiscal year.

Upon the completion of an approved degree or certification program, the city team member is required to submit evidence of completion to their Department Head and Human Resources Director. After review and approval, the Department Head will submit all documents and a letter requesting the Incentive Pro Pay Bonus to the Human Resources Director and City Manager for approval and processing.

Requests for Incentive Pro Pay must be received by the Human Resources Director within 30 days of when the degree or certification was awarded.

The Incentive Pro Pay program is not intended to be used to reward team members who have participated in various short-term workshops, seminars, or programs while employed by the city and will only be awarded to team members who have completed a bona fide degree, diploma, or certification program. City team members who must complete mandated training in order to successfully complete their working test period (for example, to meet POST requirements) are not eligible for Incentive Pro Pay for completing the mandated training. (Instead, such team members are eligible to receive a merit increase at the conclusion of their working test period).

The incentive pay program is not intended to be used by team members for degrees/certifications they received before they began their employment with the city or before the effective date of this program.

Team members who complete a degreed program (i.e., Bachelor's, Master's, Command College) as a requirement and at the expense of the City **will not** be eligible for Incentive Proficiency Pay upon completion. Team members in the Education Assistance Program shall be eligible for Incentive Proficiency Pay upon completion.

## **CHAPTER 11 – SEPARATION FROM EMPLOYMENT**

### **Voluntary Resignation**

Team members wishing to resign from employment should notify their supervisor at least 14 days [two (2) calendar weeks] in advance of the last day of work. The city encourages team members to submit a letter of resignation stating the reason for the resignation.

Team members who resign from employment with the City will be paid for all accrued unused PTO hours up to the approved maximum limit of eighty (80) hours for regular team members and eighty-six (86) hours for Sworn Public Safety Personnel, provided they have completed the required probationary period, submitted a written notice fourteen (14) days (two calendar weeks) in advance before their resignation date and physically worked during the entire notice period. If it is determined to be in the best interest of the city, the Department Head with approval from the City Manager may grant the team member “pay in lieu of notice.” After receiving written notice of voluntary resignation, the Department Head shall notify the Human Resources Department. An exit interview with the team member will be scheduled prior to resignation date.

Team members who miss three (3) or more days of work without notice and/or prior supervisory authorization will be considered to have voluntarily abandoned their position with the City effective as of the last day worked (no call, no show) unless there are substantial mitigating circumstances. A team member who has voluntarily abandoned their position is not eligible to receive compensation for any paid time off balance.

### **Involuntary Termination**

A team member who is involuntarily terminated for disciplinary reasons will not be paid for any accrued unused PTO hours.

### **Return of City Property**

All City property (to include uniforms) assigned to a team member must be returned in good working condition prior to a team member’s separation from employment for any reason. If such property is not returned or is damaged beyond repair, the value of the item(s) will be deducted from the team member’s final check to the extent permitted by law. This provision includes all passwords and access codes associated with City property.

### **Team Member Death**

In the event of the death of a team member or appointed staff, all compensation due in accordance with the policies of the City shall be paid to the legal representative of the team member's estate or any other properly designated individual.

## **CHAPTER 12 – STANDARDS, CONDUCT, EXPECTATIONS AND BEHAVIOR**

### **Personal Appearance Policy/Casual Day**

Our city's professional atmosphere is maintained, in part, by the image we present to our co-workers and the public. The City expects all team members to present a neat, well-groomed appearance, and a courteous disposition. Good personal hygiene is expected at all times. Clothing should be clean, neat, and well kept (no holes, tears, patches, fading, or frayed areas). Fragrances, if used, must be mild; patrons and other team members may be allergic or sensitive to perfumes, colognes, or other fragrant products.

Team members provided with City uniforms must wear them as instructed while on duty and keep them in neat and clean condition.

City identification and/or branded uniforms should be worn at all times.

Team members are expected to observe our Personal Appearance Policy at all times while at work or otherwise while representing the City. Team Members who are determined to have unacceptable attire or appearance in violation of this policy may be requested to leave work and return in acceptable attire or appearance. Such time away from work will be without pay for non-exempt team members. Violation of this policy may result in discipline, up to immediate termination of employment.

Team members of the City shall be allowed to observe Friday of each week as "Casual Day" pursuant to the following guidelines. As with normal workday (business) dress as determined above, team members are required to be neatly groomed (i.e., clean shaved if not growing a beard, clean hair, nails, etc.). Team members should dress for their day and should appear professional in any meetings with external customers or partners.

### **Standards of Conduct**

Each team member has an obligation to observe and follow the City's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures will be taken. All team members also share an obligation to safeguard the integrity of the City's reputation and assure the continuation of ethical practices. Disciplinary action may include a verbal counseling, written warning, suspension without pay, and termination. Please note that the City reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The city will deal with each situation individually, and nothing in this Handbook should be construed as a promise of specific treatment in a given situation.

It is not possible to list all acts and omissions which can lead to disciplinary actions. Offenses which may result in disciplinary action up to and including termination include, but are not limited to, those presented below:

- a. Misconduct;
- b. Failure or refusal to follow oral or written instructions or other form of insubordination;
- c. Inefficiency or lack of effort in the performance of duties or other form of unsatisfactory performance;
- d. Sleeping on the job;
- e. Suspicion of theft or dishonesty;
- f. Careless, misuse, negligent, or improper use of City property, vehicles, or equipment or damage or destruction of City property or equipment;
- g. Conduct which endangers the safety of others or results in property damage;
- h. Failure to maintain satisfactory and/or harmonious working relationships with the public, fellow team members, supervisors, or subordinates;
- i. Failure to report for duty at the assigned time and place;
- j. Excessive unexcused absenteeism or tardiness;
- k. Failure to work a regular and predictable schedule;
- l. Creating or contributing to unsanitary conditions;
- m. Failure to obtain or maintain a current license or certificate required for performing the job;
- n. Failure to use safety equipment or to comply with safety rules;
- o. Gambling on City property or City work sites;
- p. Violation of the City's EEO Policy or Business Practices/Ethical Code of Conduct Policy, or disrespect toward fellow team members, citizens, visitors, or other members of the public;
- q. Conduct unbecoming any city team member, including conduct that affects the team member's reputation, or which reasonably could create concern on the part of citizens or fellow team members;
- r. Misappropriation or misuse of City property or funds;
- s. Falsification or misrepresentation of information at any time, personnel, or other City records;
- t. Participation in any action that disrupts or disturbs the operation of the city or any segment of City government;
- u. Visiting or trespassing at the home of any City official or team member for the purpose of harassing or for the purpose of requesting discussion about job-related matters;
- v. Committing an act that endangers the personal well-being and/or property of others while on the job;
- w. Possession of unauthorized firearms or weapons on the job;
- x. Violation of the City's Drug and Alcohol policy, including possession, use or sale of alcohol or controlled substances during working hours, reporting to work under the influence of alcohol or controlled substances, or unlawful use of controlled substances;
- y. Unauthorized or inappropriate use or disclosure of confidential information, including but not limited to as personal information, any information included in a personnel file, and pay rates from official records;
- z. Using or attempting to use personal or political influence to secure promotion, leave of absence, transfer, change of pay rate, disciplinary action or in any manner related to one's work;

- aa. Smoking in city vehicles, buildings, and parks that are designated as tobacco and smoke free areas.
- bb. Violation of Georgia's handsfree laws while operating a city vehicle.
- cc. the city will not tolerate any threats, threatening behavior, acts of violence, or any related conduct that interferes with or disrupts the City's safe working environment.
- dd. Participating in toxic, negative, or destructive behavior that is detrimental to the team morale which may include, but not limited to chronic complaining, gossip, discussion of pay rates, communicating false information and any and all behaviors that may lead to a decline in morale and threaten a positive work culture.

These examples are not all-inclusive. Because this list does not cover every action for which you may be disciplined, you also are expected to use common sense and conduct yourself in a reasonable and inoffensive manner. We emphasize that discipline and discharge decisions may be based on an assessment of all relevant factors, including the severity of the infraction and the team member's work record, as determined by the City.

## **Behavior Expectations**

### **Responsibilities of Team members**

It is the duty and responsibility of every City team member to be aware of and abide by existing policies and work rules. It is also the responsibility of team members to perform their duties to the best of their ability and to the standards set forth in their job descriptions or as otherwise established. Team members are encouraged to take advantage of all learning opportunities available and to request additional instruction when needed.

### **Responsibilities of Supervisors, Managers and Directors**

The immediate supervisor, division manager and/or Department Head should approach corrective measures in an objective manner. If team member performance is the issue, the supervisor, division manager, and/or Department Head should confirm that proper instructions, appropriate orientation, and training have been given and the team member is aware of job expectations. Not only single incidents, but also patterns of poor performance should be of concern, as these are indicative of overall performance. If misconduct is the issue, the supervisor, division manager, and/or Department Head should take steps to ensure that the team member has been made aware of the City's policies and regulations regarding the infraction. If, in either case, appropriate instruction or information was not communicated, a plan for such communication should be immediately developed and reviewed with the team member.

All Sworn Police Officers and Public Safety Liaisons are subject to the Police Department Standard Operating Procedures and Code of Conduct within.

## **Customer Service**

Customers are among our organization's most valuable assets. Every team member represents the City to our customers and the public. The way we conduct our jobs projects an image of our entire organization. Customers judge all of us by how they are treated with each team member interaction. Therefore, one of our first business priorities is to assist any customer or potential customer. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to customers and creating an extraordinary customer experience.

Our personal contact with the public, our manners on the telephone, and the communications we send to customers are a reflection not only of ourselves, but also of the professionalism of the City and those we serve.



## **Discipline Procedures**

### **Level of Discipline**

Disciplinary action will be consistent with the nature of the deficiency or infraction involved and with other relevant factors. In reaching a decision as to the level of discipline to be applied, the supervisor's recommendation to the Department Head should consider such factors as the type and severity of the infraction, the results of the infraction, the team member's work record, prior disciplinary actions and any mitigating circumstances, which may be relevant to the situation. The Department Head issues the determination of levels of discipline.

### **Format & Location of Documented Actions**

All disciplinary actions should be documented in writing on the designated Disciplinary Action Form. The supervisor shall ensure that the Disciplinary Action Form is filled out completely, accurately, and that needed signature of the Department Head is obtained. A team member's signature does not indicate agreement with the disciplinary action but represents an acknowledgement of receipt of the form. Should a team member refuse to sign the form, the supervisor should write "refused to sign" on the form with the appropriate date. The team member should be given a copy of the disciplinary action form. A copy of the disciplinary action form should be maintained in the team member's personnel file in the Human Resources Department.

### **Progressive Discipline**

While it is expected that disciplinary action options be exercised progressively, the circumstances of any particular situation, as well as the nature of the deficiency, the severity, and the violation in any particular situation may preclude the exercise of a less severe disciplinary option. Typical disciplinary actions may include documented oral or written reprimands, suspensions (with or without pay), performance improvement plan (PIP) demotions, and termination. Team member actions/behavior of a serious nature may cause for immediate termination while bypassing any or all other levels of disciplinary action.

Reference Progressive Discipline Chart on the following page.

### **Disciplinary Options**

Only Department Heads in coordination with the Human Resources Director are authorized to demote, suspend, or terminate team members. The supervisor's role is to make recommendations to the Department Head. The Department head should seek the consultation of the Human Resources Director before a course of action is taken.

### **Probationary Team Members**

New team members in a probationary/working test status do not have appeal rights to disciplinary action or termination of employment. New team members in a probationary

status do not have grievance rights. The probationary period for Full Time Team Members is twelve (12) months. A Department Head may extend the probationary period for up to an additional six (6) months. Any team member who has completed the initial probationary period may be placed back on probation at any time with a related work improvement plan for up to ninety (90) days.

ACTION	USE	RESPONSE/APPEAL
Oral Counseling	A documented private discussion between a supervisor and team member.	No appeal
Written Reprimand	<p>A written warning from the supervisor to the team member.</p> <p>The Immediate Supervisor, Department Head and Human Resources should be involved at this level.</p> <p>Documents kept in HR Personnel File.</p>	No appeal
Performance Improvement Plan (PIP)	<p>Probationary period for a specified amount of time, generally 90 days, to ensure that performance deficiencies are understood, and that management is coaching the team member to improve.</p> <p>Requires coordination with Human Resources.</p> <p>Documents kept in HR Personnel File.</p>	No appeal
Suspension	<p>Relief from duty for a specified amount of time.</p> <p>Department Head decision coordinated with Human Resource Director</p> <p>Documents kept in HR Personnel File.</p>	Team member has five calendar days to appeal to the City Manager. The final decision rests with the City Manager.
Demotion	<p>Reduction in rank or classification consistent with deficiency of the violation. This is not an option for team members in a probationary period.</p> <p>Department Head decision coordinated with Human Resource Director</p> <p>Documents kept in HR Personnel File.</p>	Team member has five calendar days to appeal to the City Manager. The final decision rests with the City Manager.
Termination	<p>Involuntary separation of team member from City employment.</p> <p>Department Head decision coordinated with Human Resource Director</p> <p>Documents kept in Personnel File.</p>	Team member has five calendar days to appeal to the City Manager. The final decision rests with the City Manager.

Appeal rights described in the chart are not afforded to those serving in the initial or extended probationary period. The Department Head shall schedule any demotions, suspensions, or terminations effective five (5) calendar days to allow time for appeal, if requested.

### **Complaint Procedure.**

The city will not tolerate conduct that is contrary to any local, state, or federal law. No supervisor or City team member has authority to engage in such conduct. If you feel you have been a witness to or have knowledge of the type of conduct prohibited by this Policy, you must report this conduct immediately to the Human Resources Department. The harassment, discrimination, unlawful treatment, or other form of retaliation against any individual making a report of a violation of this Policy by anyone, including any team member, supervisor, coworker, contractor, subcontractor, vendor, or agent of the City, is prohibited. In the event you feel you have been subjected to retaliation for making a complaint pursuant to this Policy, you must report this conduct to Human Resources.

## **Grievance Resolution Policy & Procedures**

### **General Provisions**

The grievance procedure provides an avenue for any eligible team member to obtain management review of work-related issues that are felt to adversely affect the team member, for which no other means of response, review, appeal, or resolution for is provided in this handbook. Grounds for submission of a grievance include:

- Unfair application, interpretation or violation of City or department regulations
- Acts of retaliation because of utilization of the grievance process.

### **Statement of Grievance**

At each step in the process, the written grievance must include the following:

- A statement of the grievance and the facts upon which it is based;
- A description of the specific wrongful act and harm done to the grieving team member; and
- A statement of the remedy or adjustment sought.

### **Grievance Steps**

It is important to understand the role of the Human Resources Department in facilitating resolution. The department is always available to assist. Because resolution is the goal, the department will encourage team members to follow the steps below and assist in guiding them through the process. The sooner issues are resolved, the better our work environment and culture.

### **A) Step One – Supervisor**

It is the ultimate goal of the City's to facilitate an open culture where team members have a relationship with their supervisor in which can informally discuss concerns. The first step should always be to discuss any issues you have with your supervisor with them. If the team member has tried and feels any issues may still remain, proceed to step two.

### **B) Step Two – Department Head**

The team member should first seek to resolve the issue formally. If unable to do so, the team member should file a written grievance to the Department Head within five (5) calendar days of the incident or when the team member became aware of the incident. The Department Head will engage the Human Resource Director and will attempt to resolve the matter and submit a written response to the team member within five (5) calendar days after receipt.

Note: In Public Safety Departments, it is expected that grievances follow the chain of command. Under no circumstances will a grievance be allowed to extend beyond twenty-five (25) calendar days.

### **C) Step Three – Human Resources Director/City Manager**

If the Department Head is unable to resolve the grievance or the response is unacceptable to the team member, the team member must within five (5) calendar days of receiving the response file the written grievance to the Human Resources Director. Within ten (10) calendar days of receipt of the grievance, the Human Resources Director will investigate the grievance and shall issue a recommendation concerning the team member's grievance to the City Manager.

The City Manager shall review the grievance and the recommendation and shall make a final decision within ten (10) calendar days of receipt. The Human Resources Director will forward a copy of the City Manager's decision to the team member. The City Manager's decision is final.

**Areas Not Grievable:**

The following areas are NOT grievable:

- Oral or Written reprimands;
- Issues which are pending, or which have been concluded by other administrative or judicial procedures;
- Management's right to assign work, shifts, and/or establish work processes;
- Budget allocations and expectations and organizational structure, including the persons or number of persons assigned to particular jobs or departments;
- The content or rating of a performance evaluation;
- The selection of an individual by the Department Head or City Manager to fill a position through appointment, promotion, or transfer, except when the team member can show adverse effect because of unlawful discrimination;
- Any matter which is not within the jurisdiction or control of the City;
- Internal security practices established by the City Manager and/or City Council; and
- Decisions, practices, resolutions, or policies made or passed by the City Council/Mayor and City Manager.

## **CHAPTER 13 – WORKPLACE PRIVACY AND INSPECTION/MONITORING**

### **General Policy**

The workplace is intended to be a place of business. Each team member must understand that personal items and personal communications received and/or stored on City premises or City equipment are not entitled to a guarantee of privacy.

The city provides offices, desks, electronic and telephonic communication, and, when necessary, computers to team members. Although assigned to the team member, these items belong to and are the property of the City. Similarly, any computer files created on any City equipment belong to and are the property of the City. Unauthorized programs and files may not be used on City computers without the written permission of the city. The City can make no assurances about the security or privacy of any office, desk, file cabinet, computer, or other City facility and discourages the storage of valuables, perishables, and other personal items in them.

Additionally, the City reserves the right to open, search, and inspect any item of any kind on City property, including, but not limited to, team member desks, lockers, file cabinets, and other areas that are a part of an individual's workspace, at any time with or without reason, notice, or consent. The City also reserves the right to review voice mail, electronic mail, computer files, and other electronic information generated by or stored in the City's electronic systems.

## **CHAPTER 14 - INFORMATION TECHNOLOGY ACCEPTABLE USAGE POLICY**

This Acceptable Usage Policy covers the security and use of all the City's information and IT equipment. It also includes the use of email, internet, voice and mobile IT equipment. This policy applies to all of the City's team members, contractors and agents (hereafter referred to as 'individuals').

This policy applies to all information, in whatever form, relating to the City's business activities worldwide, and to all information handled by the City relating to other organizations with whom it deals with. It also covers all IT and other information communications facilities operated by the City or on its behalf.

### **Computer Access Control – Individual's Responsibility**

Access to the City IT systems is controlled by the use of User IDs, passwords and/or tokens. All User IDs and passwords are to be uniquely assigned to named team members and consequently, team members are accountable for all actions on the City IT systems. Passwords must meet minimum security requirements.

Team members must not:

- A. Allow anyone else to use their user ID/token and password on any City IT system.
- B. Leave their user accounts logged in at an unattended and unlocked computer.
- C. Use someone else's user ID and password to access the City IT systems.
- D. Leave their password unprotected (for example writing it down).
- E. Perform any unauthorized changes to the City IT systems or information.
- F. Attempt to access data that they are not authorized to use or access.
- G. Exceed the limits of their authorization or specific business need to interrogate the system or data.
- H. Connect any non-City authorized device to the City network or IT systems without permission.
- I. Store City data on any non-authorized City equipment.
- J. Give or transfer City data or software to any person or organization outside the City without the authority of the City.

Managers must ensure that team members are given clear direction on the extent and limits of their authority with regard to IT systems and data.

### **Internet, Social Media and Email Conditions of Use**

Use of City's internet and email is intended for business use. Personal use is permitted where such use does not affect the team member's business performance, is not detrimental to the City in any way, not in breach of any term and condition of employment and does not place the team member or City in breach of statutory or other legal obligations.



All team members are accountable for their actions on the internet and email systems.

**Team members must not:**

- A. Use the internet, social media, or email for the purposes of harassment or abuse.
- B. Use profanity, obscenities, or derogatory remarks in communications, including social media posts where such activity reflects negatively upon the city.
- C. Access, download, send or receive any data (including images), which the City considers offensive in any way, including sexually explicit, discriminatory, defamatory, or libelous material.
- D. Use the internet, including social media, or email to make personal gains or conduct a personal business.
- E. Use the internet or email to gamble.
- F. Use the email systems in a way that could affect its reliability or effectiveness for example distributing chain letters or spam.
- G. Place any information on the Internet that relates to the City, alter any information about it, or express any opinion about the City, unless they are specifically authorized to do so.
- H. Send unprotected sensitive or confidential information externally.
- I. Make official commitments through the internet or email on behalf of the City, unless authorized to do so.
- J. Download copyrighted material such as music media (MP3) files, film, video files, etc., without appropriate approval.
- K. In any way infringe any copyright, database rights, trademarks, or other intellectual property.
- L. Download or install any software from the internet without prior approval of the IT Department.
- M. Connect City devices to the internet using non-standard connections.

**Clear Desk and Clear Screen Policy**

In order to reduce the risk of unauthorized access or loss of information, the City enforces a clear desk and screen policy as follows:

- A. Personal or confidential business information must be protected using security features provided.
- B. Computers must be logged off/locked or protected with a screen locking mechanism controlled by a password when unattended.
- C. Care must be taken to not leave confidential material on printers or photocopiers.
- D. All confidential business-related printed matter must be disposed of using confidential bins or shredders pursuant to record retention laws.

## **Working Off-site**

It is accepted that laptops and mobile devices will be taken off-site. The following controls must be applied:

- A. Equipment and media taken off-site must not be left unattended in public places and not left in sight in a car.
- B. Laptops must be carried as hand luggage when travelling.
- C. Information should be protected against loss or compromise when working remotely (for example at home or in public places).
- D. Particular care should be taken with the use of mobile devices such as laptops, mobile phones, smartphones, and tablets. They must at least be protected by a password or PIN and, where available, encryption.
- E. Remote Access: The City will provide some users access to the city's internal network from remote locations. Only remote software pre-approved and provided by the IT Department shall be used.

## **Mobile Storage Devices**

Only City authorized mobile storage devices and mobile storage devices from trusted sources must be used. All devices must be used with security features enabled when transferring sensitive or confidential data.

## **Software**

Team members must use software that is authorized by the City on the City's computers. Authorized software must be used in accordance with the software supplier's licensing agreements. All software on the City's computers must be approved and installed by the City's IT department.

### **Team members must not:**

- A. Store an excessive number of personal files such as photographs and personal documents on the City's IT equipment as determined by the IT Department.
- B. Store personal files such as music, video, or games on the City's IT equipment.

## **Viruses and Malware**

The IT department has implemented automated virus and malware detection and software definition updates. All PCs have software installed to detect and remove any virus or malware automatically. No other anti-virus, security or VPN type software shall be installed without approval from the IT Department.

### **Team members must not:**

- A. Remove or disable anti-virus software.
- B. Attempt to remove virus-infected files or clean up an infection without contacting

the IT department.

### **Telephony (Voice) Equipment Conditions of Use**

Use of the City voice equipment is intended for business use. Team members must not use the City voice facilities for sending or receiving private communications on personal matters, except in exceptional circumstances. All non-urgent personal communications should be made at a team member's own expense using alternative means of communication.

#### **Team members must not:**

- A. Use the City voice for conducting private business.
- B. Make hoax or threatening calls to internal or external destinations.
- C. Accept reverse charge calls from domestic or international operators, unless it is for business use.

### **Actions upon Termination of Employment**

All City equipment and data, for example laptops and mobile devices including telephones, smartphones, USB memory devices and CDs/DVDs, must be returned to the City at termination of employment. Access PINs and account passwords must be provided or removed from tablets and smartphones upon return. All mobile phone numbers belong to the City. If a user wants to take ownership of a number, they shall submit the request in writing to the department supervisor and IT department. However, no expectations of taking ownership should be expected.

All City data or intellectual property developed or gained during the period of employment remains the property of the City and must not be retained beyond termination or reused for any other purpose.

### **Monitoring and Filtering**

All data that is created and stored on the City computers is the property of the City and there is no official provision for individual data privacy.

IT system logging will take place where appropriate, and investigations will be commenced where reasonable suspicion exists of a breach of this or any other policy. The City has the right to monitor activity on its systems, including internet and email use, in order to ensure systems security and effective operation, and to protect against misuse.

### **Discipline**

It is your responsibility to report suspected breaches of security policy without delay to your management and the IT department.

All breaches of information security policies will be investigated. Where investigations reveal misconduct, disciplinary action may follow in line with the City disciplinary procedures.

## **CHAPTER 15 – DRUG AND ALCOHOL POLICY**

### **Purpose**

The City is committed to providing a safe workplace for its team members, and to establishing programs that promote high standards of team member health, performance, and productivity. The City will not tolerate drugs or alcohol in the workplace. The City also recognizes that the use of alcohol and/or drugs in the workplace can adversely impact the performance of their duties and endanger the safety and well-being of citizens and others. In keeping with the spirit and intent of this commitment, the City has established a drug and alcohol policy (the “Drug and Alcohol Policy”) consistent with federal and state law.

This Policy describes the City’s standards of conduct regarding drug and alcohol use as well as the circumstances under which the City may require pre-employment, post-accident, reasonable suspicion, and random drug testing and related procedures for such testing. All team members of the City are required to review this Drug and Alcohol Policy and to sign the Acknowledgement form which is included in the Appendix of this Team Member Handbook pursuant to which the team member acknowledges receipt and reading of the Drug and Alcohol Policy and that the team member understands, accepts and agrees to comply with the provisions of the Drug and Alcohol Policy.

This Policy will be applied consistent with all applicable laws.

### **Scope**

The Drug and Alcohol Policy applies to all City team members while on City property or property that the City operates, or while operating City-owned or leased vehicles, whether on or off City property, or while operating a personal vehicle while conducting City-related business. The Drug and Alcohol Policy also applies when a team member is representing the City at meetings, conferences, or other events regardless of the location, provided that in such circumstances, possession and limited use of alcohol is permissible so long as the team member is not intoxicated or operating a city vehicle.

The Chief of Police may grant a waiver to the possession or distribution of drugs when warranted (i.e., special investigations, undercover activity, etc.). Drug use is strictly prohibited.

### **Policy**

The unlawful manufacture, distribution, dispensation, use, possession, sale, or purchase of alcohol, illegal drugs, or other controlled substances is strictly prohibited at all times. Reporting for work, being present on City premises or in City vehicles, or engaging in City activities under the influence of alcohol, illegal drugs, or other controlled substances also is strictly prohibited at all times. Any violation of this Policy may result in disciplinary action up to termination. The City retains complete discretion to take whatever appropriate and lawful actions are necessary to protect the health and safety of all its team members and the citizens it serves to enforce this Policy.

All specimen collection and testing will be conducted in accordance with the provisions of O.C.G.A. § 34-9-415. Testing for the presence of alcohol will be conducted by analysis of breath, blood, or urine. Testing for the presence of illegal drugs or controlled substances will be conducted by analysis of blood or urine.

### **Prohibited Conduct**

The following are examples of conduct that is prohibited and may result in disciplinary action, up to termination or disqualification from consideration for employment. This list is not exhaustive, but rather is intended to be illustrative of the types of behaviors that are prohibited:

- A. Unlawful manufacture, distribution, dispensation, use, possession, sale, or purchase of alcohol, illegal drugs, or other controlled substances.
- B. Reporting for work under the influence of drugs, alcohol, or controlled substances for which the team member has no valid prescription or abusing a legally prescribed drug.
- C. Selling, purchasing, possessing, or transporting of any illegal substance outside the performance of duty.
- D. Tampering with or altering an alcohol or drug test result of the team member himself/herself or the result of another team member, or otherwise attempting to create a false negative result.
- E. Refusing to submit to a test when requested by the City.
- F. Interfering with or refusing to cooperate in the testing process.
- G. Failing to disclose all felony convictions, plea bargains, and parole/probation terms that involve buying, selling, transporting, manufacturing, cultivating, possessing, or consuming any controlled substance promptly and fully. Disclosures must be made directly to a manager or supervisor and the disclosure requirement will apply to all convictions and plea bargains that occur after the effective date of this Drug and Alcohol Policy and all parole/introductory terms that are finalized after the effective date of this Drug and Alcohol Policy; and/or
- H. Being convicted of driving under the influence (“DUI”) or driving while intoxicated (“DWI”) while operating a city-owned, leased, or rented vehicle or while driving a personal vehicle while on City-related business.

**Prescription Drug Use** – A team member using any legally prescribed medication or controlled substance as part of a medical treatment program must immediately report this treatment to the team member’s supervisor if the medication may impair job performance or otherwise create a danger to the safety of the team member or others in the workplace. If a team member performs work without first making such a report, they will be considered in violation of this Policy. Abuse of prescription medications/drugs will not be tolerated.

The City may inspect and search team members’ personal property in certain circumstances; property, vehicles, or equipment owned or leased by the City; and City-issued lockers, desks, cabinets, or other suspected areas of concealment at any time to enforce this Policy. Refusal to submit to or cooperate with such a search may result in discipline up to and including discharge.

## **Pre-Employment Drug Testing**

All candidates for hire in all applicable positions defined in section two will be tested for illegal use of drugs as part of the employment selection process, except where prohibited by state or federal law. Pre-employment drug testing shall take place only after a conditional offer of employment has been made but before employment actually commences. Offers of employment may be made contingent upon the applicant producing a negative drug test result.

Any candidate who has successfully completed a pre-employment drug test and is otherwise determined by the City to qualify for employment must be hired and begin work within thirty (30) days of the testing date. In the event a candidate is unable to begin work, and thirty (30) days has lapsed since successfully completing a pre-employment drug test, the candidate must be re-tested prior to beginning work with the City.

Applicants who do not successfully pass pre-employment drug testing are eligible to reapply for employment two (2) years after their initial testing date, providing they provide written proof of successful completion of a state certified substance abuse rehabilitation program.

## **Post-Accident or Reasonable Suspicion Testing**

All team members will be required to immediately submit to alcohol and/or drug testing whenever there is a reasonable cause to believe that the team member has been using drugs or alcohol before reporting to work or returning from breaks.

The following is a non-exclusive list of circumstances in which the city may have cause to require testing:

- A. The occurrence of an on-the-job personal injury that may, in the opinion of City management, require medical attention or loss of work time.
- B. A team member has been involved in an accident in a city vehicle of any kind in which any involved driver is eligible to be cited for a violation of law, and/or either vehicle is damaged.
- C. Observable symptoms of drug or alcohol use, such as direct observation of drug use, the smell of drugs or alcohol emanating from a team member's personal belongings, or the physical symptoms of drug or alcohol consumption including, but not limited to, slurred speech, the smell of alcohol on a person's breath, loss of balance, disorientation, bloodshot eyes and dilated pupils.
- D. One or more reports that a team member has been using drugs or alcohol in the workplace.
- E. Evidence that a team member tampered with a previous drug test or has submitted a specimen and the temperature measurement indicated possible adulteration or substitution.

Team members who are required to submit to post-accident or reasonable suspicion testing are prohibited from transporting themselves to the alcohol/drug testing site. A supervisor or

administrative team member will provide transportation.

When testing is ordered because of an accident or reasonable suspicion, the team member will not be allowed to continue working pending the results of the test, unless the city has been notified that a non-negative sample has been produced. If the team member feels that Prescription Drug Use caused the non-negative sample, they will immediately comply with the Medical Review Officer process. The team member will be placed on leave pending the receipt of confirmed results. A refusal to submit to testing will result in suspension pending termination.

Because of the potential impact on public health and the safety of other City team members, when a team member tests positive for a controlled substance, or is found to be under the influence of alcohol during post-accident or reasonable suspicion testing, the team member will be terminated.

### **Random Drug Testing of Team Members in Safety-Sensitive Positions**

The City reserves the right to conduct unannounced, random testing for the presence of drugs or alcohol of team members in all positions designated as safety- or security-sensitive, where the City otherwise has demonstrated a special need or important governmental interest, or where otherwise allowed by law.

Safety-sensitive positions generally are those positions of employment with the city where a lapse of judgment or impaired physical/mental ability due to drug or alcohol use could reasonably result in a significant threat of harm to the team member, fellow team members, citizens, or others. Safety-sensitive positions include, but are not limited to, those which, as a part of the essential job functions, (1) require the performance of law enforcement duties as a POST-certified law enforcement officer; (2) require or involve possession of a firearm; (3) require or involve providing emergency medical, rescue, or fire suppression services; (4) require or involve interacting with incarcerated persons; (5) directly involve access to, the handling of or the testing of illegal drugs that have been seized by, confiscated by or taken into custody by law enforcement; (6) directly relate to drug interdiction; (7) primarily require or involve maintenance or operation of motorized vehicles, including automobiles, trucks, tractors or other heavy equipment or other equipment that may be potentially dangerous; (8) require the holding of a commercial driver's license; and (9) require or involve performing duties which directly affect public health, safety or security.

Team members who are absent from their jobs for any reason when randomly selected to be tested will be advised, upon their return to duty, to report for testing immediately.

To facilitate such testing, a safety-sensitive team member's identifying data is placed in a testing pool from which a random selection is made. The selection is computer generated to ensure random distribution.

The dates of testing will be unannounced and will be reasonably spread throughout the calendar year. The Human Resources Department will notify the appropriate Department Head and/or designee when one (1) or more of its team members have been selected through

the random process. The Department Head and/or designee is to inform the team member(s) individually that they have been selected for testing and require them to test within one (1) hour of the time they are notified.

If a Department Head is selected to test, the Human Resources Department will contact the City Manager who will then notify the Department Head that they have been selected. Once a Department Head has been notified that they have been selected, they are required to test within one (1) hour of the time of notification.

Any City team member who fails to report for testing within one (1) hour of notification without reasonable and satisfactory explanation as deemed by the Department Head may be terminated.

If the testing agent or facility notifies the city that a team member has produced a non-negative sample, the team member will be removed from duty and placed on leave pending the receipt of confirmed results. The Human Resources Department will contact the appropriate Department Head and/or City Manager with the results.

### **Testing Procedures**

Testing will be done at the expense of the City. All testing under this Policy will be conducted by licensed professional laboratories and clinics.

Team members or job applicants will be tested for illegal drugs by urinalysis or blood, including, but not limited to:

Amphetamines(AMP);  
Marijuana (THC);  
Cocaine (COC);  
Opiates (OPI);  
Phencyclidine (PCP);  
Methadone (MTD);  
Methamphetamine (MET);  
Benzodiazepine (BZD);  
Barbiturate (BAR);  
and Ecstasy(MDMA).

Testing for alcohol will be conducted by breath, blood, and/or urine.

All information, interviews, reports, statements, memoranda, and test results, written or otherwise, received by the City as a result of any testing procedure are confidential, but may be used or received in evidence, obtained in discovery, or disclosed in any civil or administrative proceedings as allowed by law.

### **Team Member Assistance**

The City will attempt to assist team members with substance abuse problems in finding



effective treatment. For more detailed information regarding providers of team member assistance, including drug and alcohol abuse, mental health providers and other persons, entities, or organizations available to assist team members confidentially with personal or behavioral problems, any team member may contact the City's Human Resource Department.

## **CHAPTER 16 - TRAVEL AND SUBSISTENCE ALLOWANCE POLICY**

This section provides guidance on authorized expenditures for all departments under the authority of the Mayor and City Council. This section shall cover those costs incurred for travel and meal expenses by any Elected Official, City Manager, City team member, or Board Member who travels on City-related business. Operating guidelines and procedures for procuring travel and meal expenses shall be issued under separate cover(s) as they do not constitute or necessitate City Council approval.

### **Appropriation**

In conjunction with the annual budget process, the City Council shall authorize department appropriations for travel and meal expenses consistent with the annual adopted operating budgets. Departments shall not incur travel expenditures unless an appropriation is available, or budget amendment/adjustment has been completed and approved.

### **Expenditure Approval**

All expenditures relating to travel and meals shall be processed consistently with procurement/purchasing guidelines. The Finance Department will process travel request only upon submission of proper documentation of the expenses (received either electronically or in writing) from the incurring departments.

### **Settlement of Disputed Reimbursement Claims**

The Finance Department shall review expenditure documents for compliance and appropriateness with all City policies and procedures. Travel requests that are not in compliance with these policies and procedures shall be returned to the originating department with Finance Department recommendations for changes (e.g., travel issues, cellular phone use). In the event the originating department does not agree with the Finance Department's recommendations, the City Manager shall make the final decision regarding whether to authorize the travel request.

### **Travel Expenses**

The City shall pay expenses incurred by Elected Officials, City Manager, City team members, or Board Members for travel relating to official business of the City. Expenditures that are authorized under this policy include those for attending education and/or training sessions, conferences, conventions, events, and business meetings with third parties (including other governmental entities and vendors soliciting current or future business from the City). Travel by team members must be pre-approved by management.

**Lodging:** Hotel/motel charges shall qualify for reimbursement when they exceed a fifty (50) mile radius of the team member's place of work. All traveling personnel shall minimize the expense associated with hotel/motel costs by procuring a government rate for qualified stays. Lodging expense shall be benchmarked against the U.S. General Services Administration (GSA) approved per-diem rate of reimbursement. When the GSA rate is exceeded by twenty

percent (20%) or more, additional justification may be required from the traveler. When traveling in the State of Georgia, all travelers must use the hotel/motel tax-exempt status form. Sales and occupancy taxes charged for lodging within the State of Georgia may not qualify as eligible reimbursable travel expenses subject to the approval of management.

Hotel accommodation for travel fewer than a fifty (50) mile radius from the City must be approved by the team member's Department Head. Elected officials, the City Manager, Department Heads, and management of the City shall be allowed hotel accommodations for travel less than a fifty (50) mile radius from the City, based upon meeting schedules and attendance needs.

**Transportation:** Approved modes of transportation include vehicle, air, rail, or taxi and public transportation. The method selected by the traveler shall be subject to the most economically feasible, taking into consideration the value of time. If a city vehicle is available, it should be used in lieu of a personal vehicle. Generally, the City will not reimburse for the use of a personal vehicle within ten (10) miles of an team member's official headquarters and/or residence.

**Mileage:** Miles traveled in personal vehicles shall be reimbursed at the then-current reimbursement rate designated by the Internal Revenue Service. Mileage shall be calculated using the team member's place of work as the origination point. Expenses associated with team member's vehicles such as fuel, oil, tires, etc. (deemed normal wear and tear) shall not be subject to reimbursement and will be the responsibility of the traveler. Miles traveled in City-owned vehicles shall not be subject to reimbursement to the traveler. However, expenses associated with the travel in City vehicles such as fuel, oil, tires, etc. shall be the responsibility of the City, and necessary purchases should follow normal purchasing guidelines and processes.

**Rental Cars:** Expenses associated with rental cars, i.e., rental expense and fuel, will be paid at cost, as long as receipts are provided. Team members shall rent mid-size or smaller vehicles, or an appropriate vehicle size based upon the number of team members needing transportation.

Expenses associated with exceeding this car class will be the responsibility of the traveler. Team members should decline additional insurance coverage offered by rental car companies since the City's insurance coverage is applicable to car rentals.

**Air/Rail:** Transportation provided by major airlines or railroads shall be paid at cost to the traveler. Travel will be limited to coach/economy classes of service. In the event the traveler chooses a class higher than coach/economy (business or first class) or to extend the trip and change departure or arrival dates, the difference of the expense shall be the responsibility of the traveler. Any reduction in the expense associated with transportation costs as a result of extended or modified travel dates for personal benefit shall not be provided back to the traveler.

**Taxi/Shuttle/Ride Share:** Expenses associated with local transportation will be deemed eligible expenses as long as receipts are provided with point-to-point explanations for this

mode of transportation. Such documentation should accompany receipts.

**Meals/incidentals:** Expenses associated with meals (breakfast, lunch, and dinner) and incidentals (snacks, tips, miscellaneous) shall be administered on a per diem basis by the City.

Per Diem is the allowance for meals and incidental expenses. The Federal General Services Administration (GSA) establishes per diem rates for destinations within the Continental United States, which are the maximum allowances that team members are reimbursed for expenses incurred while on official travel. This rate, as set by the GSA “high-low” rate for meals and incidental expenses, includes taxes and gratuity. The rate will be adjusted down to 75% of the full daily rate for partial days of travel and will be adjusted down for meals included in conference registration fees. All travelers can request an advance for meal expenditures for those meals that are not included in the scheduled itinerary (include with documentation).

Overages of meal expenses may be the responsibility of the team member. Request for per diem should be made at least two weeks in advance of the trip and utilize the Travel Advance Form. Per Diem checks will be provided to the team member’s supervisor, Department Head, or designee approximately 3-5 days prior to the team member leaving for the event. No receipts will be required for use of the per diem money and any unused funds are retained by the recipient.

Team members electing per diem payment (in lieu of utilizing City issued credit card) are prohibited from incurring meal and incidental costs on their individually issued City Credit cards or seeking direct cost reimbursement for meal and incidental costs covered by per diem.

Expenses incurred for meals, when travel has not included overnight stay, shall be reimbursed under Section 5 (Non-Travel Meals) of this policy.

**Program/Seminar/Conference Fees:** Charges relating to the traveler’s attendance at the particular event (training, conference, seminar, etc.) shall be paid by the corresponding department, subject to the provisions identified for expenditures in the City’s expenditure and purchasing policies.

**Telephone/Long Distance:** Telephone, fax, long-distance, Internet, and communication expenses (including postage) shall be reimbursed when relating to the traveler’s employment. Expenses for business communication shall be limited to ten dollars (\$10.00) per day.

**Miscellaneous:** Dependents/spouses accompanying team members on official business shall not be eligible for reimbursed expenses by the City. If a dependent or spouse accompanies a team member on an authorized business trip, only those expenses that can be directly attributed to the team member will be reimbursed. Per diem amounts will not be increased because of dependent/spouse travel.

The Elected Officials, City Manager, Department Heads, and management of the City shall be allowed to conduct official City business while on travel. The submission of expenses

related to such official business will be required in order to receive reimbursement. Such items may include expenses associated with meetings or business meals outside of the scope of the purpose of travel, and may exceed the guidelines as set forth, upon City Manager approval.

Team members on official business shall follow the City's workers' compensation policies in the event of any on-the-job injury.

### **Non-Travel Meals**

Expenses related to the furnishing of meals, snacks, or food should be limited to one of the following circumstances:

- A. A meeting during regularly scheduled business hours required by law or authorized by a Department Head which is anticipated to last more than four (4) hours and which, is scheduled through normal mealtimes.
- B. A business meal with someone other than another City official or team member in order to discuss a specific item of City business.
- C. A meal that is an integral part of a scheduled meeting at which the individual is required to attend (includes team meetings, celebration events, etc.).
- D. Emergency situations as determined by City Manager and Department Heads.

Itemized receipts provided for meals within this category should detail the nature of the meeting and the people who were present.

### **Submission of Expenses**

In order to be considered for reimbursement, all expenses relating to travel shall be submitted to the Finance Department within reasonable time, but no later than (30) days upon return from the trip. Non-travel meals shall be submitted no later than ten (10) days from the date of occurrence.

## **APPENDIX**

This Appendix contains various forms currently in use by the city and referred to in this Handbook. This is not meant to be a complete collection of all forms, and any forms included may be superseded by revisions.

## **Georgia and Federal Employment Regulations**

The latest versions of all Georgia and Federal Employment Regulations can be found within the breakrooms throughout city buildings or you can contact the Human Resources Department at [hr@acworth.org](mailto:hr@acworth.org) or call 678-801-4021.

## **CITY TEAM MEMBER HANDBOOK**

### **Disclaimer and Acknowledgement Form**

I have received a copy of the City's Team Member Handbook, and I accept responsibility for reading this Handbook and becoming familiar with its contents. I understand that this Handbook consists of general guidelines that may or may not be applied or followed in specific cases. I acknowledge that a copy of the most current version of the Team Member Handbook is always available in the Human Resources department or on the City's Intranet.

#### **Purpose**

The information contained in this Handbook is designed as an advisory guide to assist the City and our positional leaders with the effective management of personnel and is not meant to address every conceivable situation or issue that arises in the workplace. The provisions and guidelines contained in this Handbook are not binding on the City and may be changed, interpreted, modified, revoked, suspended, terminated, or added to by the City, in whole or in part, at any time, at the City's sole option, and without prior notice to team members. This Handbook is not intended to cover every situation which may arise or to create specific policy to be applied in every instance. Instead, this Handbook is intended only to provide general guidelines concerning personnel decisions. This Handbook and any practice or policy of the City will be applied consistent with all applicable laws and regulations.

#### **Interpretation**

Interpretation of the policies and procedures contained in this Handbook is governed by, and is the responsibility of, the City Manager. Whenever clarification or assistance in interpretation is required, please contact the City Manager.

#### **Employment-At-Will**

Nothing contained in this Handbook is intended to create, comprise, or define, nor should it be construed to constitute, any type of oral or written employment contract, promise, or guarantee, express or implied, between the City and any one or all of its team members. Nothing in the Handbook is intended to provide any assurance of continued employment. In the absence of a specific agreement to the contrary, authorized in writing by the City Manager, employment with and compensation from the city are for no definite period of time and may be terminated by the city or the team member at any time, for any reason, with or without cause, and with or without notice. Any written or oral statements or promises to the contrary are hereby expressly disavowed and should not be relied upon by prospective or existing team members. I further understand that the City's policies and procedures, including those described in any publication, letter, poster, handout, or other communication, are subject to suspension, modification, or elimination at any time, without notice.

Team Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_



**CITY OF ACWORTH**  
**Team Member Concern Form**

Name:

Job Title:

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Department:

Phone  
Number:

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Email Address:

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1. What is the subject of your report?

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2. Who engaged in the conduct that you are complaining about?

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3. What did he or she do to you? Please be specific and describe what exactly occurred or was said, how often it occurred, and if it is still ongoing.

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4. When and where did it happen? Please give precise dates and location.

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5. Please describe your reaction and what response, if any, you made when each event occurred.

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6. How did the conduct you are complaining about affect you? Please describe if your job has been affected and, if so, how your job has been affected.

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7. Were there any witnesses? If so, state their names and what they know.

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8. Have you previously told any supervisor or member of management about the subject of your report? If so, state their name, what you told them, and the date(s) you told them.

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9. Have you discussed with anyone else the conduct you are reporting? If so, please identify the person and the date you spoke with him or her and describe what was discussed.

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10. Are there any notes, physical items, or other documentation regarding the events? If yes, please identify them and, if possible, attach them to your report form.

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11. Do you know of anyone else who has been subject to the same conduct that you are reporting? If so, state their name(s) and how their situation is similar to yours.

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12. Do you know of any other information relevant to your report?

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13. Is there any law or Company policy you claim was violated by the conduct you described?

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14. What would you like done in response to your report?

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*(Please attach additional page(s) if necessary.)*

\_\_\_\_\_  
Team member Signature

\_\_\_\_\_  
Date

If you have any questions about how to complete this form, please contact the Human Resources at 678-801-4021.

## **CITY OF ACWORTH**

### **Team Member Acknowledgement of Receipt of Drug and Alcohol Policy And Team Member Responsibilities under that Policy**

*The City is committed to providing a safe workplace for its team members, and to establishing programs that promote high standards for health, performance, and productivity of our team members. The city will not tolerate drugs and alcohol in the workplace. In keeping with the spirit and intent of this commitment, the City has established a drug and alcohol policy*

I acknowledge that I have received a copy of the City's Drug and Alcohol Policy and have had the Drug-Free Workplace Program explained to me. I understand that it is my responsibility to become thoroughly familiar with, and comply with, the terms and conditions of this Policy and understand that my failure to comply with any provision of this Policy may result in my being subject to disciplinary action, up to and including discharge, and denial of benefits, including denial of workers' compensation benefits.

I also understand that, if I am convicted of any criminal drug offense involving the use, possession, transportation, sale, or other activities related in any way to drugs or other controlled substances during working hours, I will notify the Human Resources Director, in writing, within five (5) days after any such conviction occurs.

I also acknowledge that this copy of the City's Drug and Alcohol Policy may not be the most current version. A copy of the most current version is available in the Human Resources Department, where it is available for review at any time by any team member. The current version maintained in the Human Resources Department is the official Drug and Alcohol Policy.

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Name (please print)

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Signature

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Date

## Consent and Authorization for Alcohol/Drug Testing

I hereby acknowledge that I have been informed of the City's Drug and Alcohol Policy and have agreed to be bound by this Policy thereby for purposes of applying for, accepting, or continuing employment with the City. I also hereby state that I am not a user of controlled substances (or alcohol) except as I reveal in connection with this test.

I understand and consent freely and voluntarily to the City's request for a urine or other specimen or sample. I hereby release and hold harmless the City, the laboratory, and their team members, agents, and contractors from any and all liability arising from this request to furnish this, or any specimen or sample, the testing of the specimen or sample, and any decision made concerning my application for employment or my continued employment, based upon the results of the test.

I consent to allow City team members, designated physicians, and laboratory, hospital, or medical professionals to collect a urine or other specimen or sample to perform appropriate tests for the presence of controlled substances (or alcohol). I give my permission to City team members, designated physicians, and laboratory, hospital, or medical professionals to release and review the results of the test for purposes of my applying for, accepting, or continuing employment with the city. I release and hold harmless any such designated entity, institution, or persons from any liability whatsoever arising from the release or review of this information. I give this consent for the duration of my application for and/or employment with the City.

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Name (Please Print)

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Signature

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Date

[illegible]