

BUDGET & PERSONNEL COMMITTEE MEETING

A G E N D A

TOWN OF CHINCOTEAGUE

January 12, 2010 - 5:00 P.M. – Council Chambers – Municipal Center

CALL TO ORDER

OPEN FORUM / PUBLIC PARTICIPATION

AGENDA ADOPTION

1. Review of the Personnel Policy Handbook
2. Committee Member Comments

ADJOURN

ENTITY NAME
PERSONNEL POLICIES

**ENTITY NAME
PERSONNEL POLICY
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1.0 PURPOSE OF THIS POLICY

The objective of this Personnel Policy with addendums (“Policy”) is to provide a uniform system of personnel administration for the staff of the Entity Name (“Entity Type”), based on merit principles, equitable compensation, open competition in hiring and advancement, and equal employment opportunities.

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

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

~~Note that this policy refers to (the Chief Administrative Officer CAO). Many Virginia LGU’s use the council/CAO form of government and do not have a CAO. In that instance, please substitute the personnel officer designated by council.~~

~~This policy is intended to be a model for Virginia LGUs and is advisory in nature. While a great deal of research was performed in producing this manual, we do not guarantee that it will result in your compliance with all federal and state employment laws. It is recommended that you consult with an attorney prior to making any employment decisions. **VML, VMLP, and VML Insurance Programs shall have no liability with respect to any lawsuits which are filed because of information provided in this policy manual.**~~

¹ The Local Government Unit reserves the right to modify, amend, or rescind these policies in whole or in part without prior notice. See Section XIII.

2.0 EMPLOYEE CLASSIFICATION

All Status of employees, whether in probationary status or not, are always employees at will.

2.1 Classifications and Definitions

- A. **Exempt Employee** – an employee who occupies a position which is exempt (not eligible) from the overtime provisions of the Fair Labor Standards Act due to executive, administrative or professional exemptions. Full-time, part-time, and temporary employees may be exempt.
- B. **Non-Exempt Employee** – an employee who receives hourly wages; and is subject to wage and hour laws, i.e. overtime pay provisions of the Fair Labor Standards Act; usually applies to non-professional employees. Full, part-time, and temporary employees may be non-exempt.
- C. **Full-time Employee** – an individual hired on either a salary or wage basis for an established position for an indefinite term who is expected to work a minimum of (40) _____ hours a week.
- D. **Part-time Employee** – an individual hired on either a salary or wage basis for an established position for an indefinite term who is expected to work an established period of time that is less than (40) _____ hours per week.
- E. **Probationary Employee** – a full-time or part-time employee who has worked for (the LGU) for less than (6) six months.
- F. **Temporary Employee** – an individual hired on a term basis, *e.g.*, day, week, period of months or on a project basis.
- G. ~~**Chief Administrative Officer (CAO) – the CAO of the Local Government Unit**~~

3.0 EQUAL EMPLOYMENT OPPORTINUTY

3.1 Policy Statement

It is the policy of the Town of Chincoteague to provide equal opportunity in employment and to administer employment policies without regard to race, color, religion, sex, age, national origin, political affiliation or disability. This policy applies to every aspect of employment practices including, but not limited to the following:

- A. Recruiting, hiring, and promoting in all job classifications without regard to race, color, religion, sex, age, national origin, political affiliation, or disability, except where such a factor can be demonstrated as a bona fide occupational qualification.
- B. All decisions for hiring or promotions shall be based solely upon each individual's qualifications for the position to be filled.
- C. Other personnel actions such as compensation, benefits, transfers, layoffs, training, and assignments, will be administered without regard to race, color, religion, national origin, sex, age, political affiliation, or disability.

3.2 No-Harassment/No-Discrimination Policy

The Town of Chincoteague will not tolerate any form of harassment or discrimination. In accordance with Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, our No-Harassment/No-Discrimination Policy prohibits harassment, discrimination or intimidation of others based on age, sex, color, race, creed, religion, national origin, ethnicity, disability, political affiliation, marital status, military/veteran status, status in any other group protected by federal or local law or for any other reason.

Harassment includes, but is not limited to, remarks, jokes, written materials, symbols, paraphernalia, clothing or other verbal or physical conduct which may intimidate, ridicule, demean, or belittle a person because of their age, sex, color, race, creed, religion, national origin, ethnicity, disability, political affiliation, marital status, military/veteran status, or status in an other group protected by federal, state or local law.

Sexual harassment includes unwelcome sexual advances; requests for sexual favors; and other verbal or physical conduct of a sexual nature; as well as behavior, remarks, jokes or innuendos that intimidate, ridicule, demean or belittle a person on the basis of their gender; regardless of whether the remarks are sexually provocative or suggestive of sexual acts.

Harassment occurs when:

- Submission to and/or tolerance of the unwelcome conduct is explicitly or implicitly made a term or condition of a person's employment.
- Submission to, tolerance of, and/or rejection of the unwelcome conduct is a basis for employment decisions.
- The unwelcome conduct substantially interferes with a person's work performance and creates an intimidating, hostile, or offensive work environment.

YOU HAVE THE RESPONSIBILITY TO BRING ANY FORM OF HARASSMENT OR DISCRIMINATION TO OUR ATTENTION.

All employees are responsible for helping assure that we avoid harassment and discrimination in the workplace. If you experience any problem of this sort, become aware of any other employee experiencing a problem of this sort, or have knowledge of any form of harassment or discrimination, sexual or otherwise, you must immediately report it to your supervisor. If you believe that it would be inappropriate to discuss the matter with your supervisor, or you are uncomfortable discussing the matter with your supervisor, you may elect to bypass your supervisor and report the matter directly to Town Manager.

All claims of harassment or discrimination will be investigated thoroughly and promptly **WITHOUT CONSEQUENCE TO THE EMPLOYEE EXPERIENCING OR REPORTING THE CONDUCT**, so long as the report is made in good faith and the information provided is truthful to the best of your knowledge. We will endeavor to keep complaints, investigations, and resolutions confidential to the extent possible; however, we cannot compromise our obligation to investigate complaints. The employee who brought the complaint will be provided information on the outcome of the investigation. A non-employee who subjects an employee to harassment in the workplace will be informed of the Town of Chincoteague's policy and appropriate actions will be taken to protect the employee from future harassing conduct.

3.3 Retaliation

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

If an employee believes that he or she is being retaliated against, a written report shall be immediately made to the Town Manager. Those who are found to be acting in a retaliatory manner will be disciplined for such conduct.

3.4 Accommodating Individuals with Disabilities

In accordance with the Americans with Disabilities Act, the Town of Chincoteague provides equal employment opportunities to qualified individuals with disabilities. Reasonable accommodations will be provided to a qualified employee or applicant with a disability when that employee or applicant requests an accommodation. A qualified employee or applicant is one who is able to perform the essential functions of the job with or without accommodation. A request for an accommodation will be denied if the accommodation is not shown to be effective, places an undue burden on the Town of Chincoteague, or if the employee poses a direct threat to the health and safety of him or herself or others.

4.0 RECRUITMENT AND SELECTION

4.1 Open Positions

All positions shall be open to all individuals who meet the minimum requirements for the position. The recruitment objective is to obtain well-qualified applicants for all vacancies and selection shall be based on the best-qualified person available at the salary offered for the particular position.

First consideration will be given to current employees who desire to fill an open position, if the current employee is qualified for the position and if the placement best serves the needs of the Town of Chincoteague. The Town Manager may carry out open competition to fill any vacancy.

Employment decisions shall be handled in a manner consistent with the Virginia Conflicts of Interest Act.

4.2 Probationary Period

All new full-time and part-time employees shall serve a 6 (six) month probationary period. During this period the employee must show that he or she is capable and willing to perform the job satisfactorily. At the end of the probationary period the employee will be evaluated to determine satisfactory performance. If satisfactory performance is attained the employee will be entitled to all the benefits of non-probationary status including utilization of the grievance procedure. **In establishing a probationary period, the Town of Chincoteague does not abrogate or modify in any way the employment-at-will status that applies to its employment relationship with all employees.**

4.3 Hiring Authority

The Town Manager has ~~complete~~ authority for hiring, promoting, and discharging employees in accordance with these policies. The Town Manager has the responsibility and authorization for administering the personnel system established by these policies.

The Town Council has authority for hiring, promoting, and discharging the Town Manager and Police Chief in accordance with the Charter.

5.0 EMPLOYEE COMPENSATION

The total compensation of employees consists of the regular salary and authorized overtime pay for full-time employees, the employer's contributions to employee benefits, holiday pay, and various forms of leave with pay. Part-time and temporary employees may also receive leave in certain circumstances. Leave policies, found in Section VI, should be reviewed.

5.1 Hours of Work

- A. **The Town Manager** shall establish the hours of work for all Town of Chincoteague employees. The standard scheduled workweek for which salary is paid consists of 40 hours, generally Monday through Friday. This does not preclude the establishment of specified schedules other than (40) hours in a given workweek for other employees if approved by **the Town Manager**.
- B. Employees shall have two 15-20 minute rest breaks per day, which are included within the total required hours of work. These breaks may be used in conjunction with a 30-minute meal break, as long as the sum does not exceed 60 minutes per workday. Such breaks may not accumulate from one shift or one day to another. Flexible work scheduling may be used for the purpose of extending a meal break with the employee's start time being advanced or end time being extended as approved by his supervisor. Certain employees as approved by the CAO (or designee) have their meal break(s) included as a part of their regularly scheduled workday. (NOTE: if 20 minute breaks are used, that time counts as hours worked for FLSA)

5.2 Pay and Classifications

Compensation Plan

- A. The compensation plan (if adopted) for employees of **the Town of Chincoteague** shall consist of:
 - 1. A classification system for all classified jobs.
 - 2. A pay grade that sets a salary range for each classified position.
- B. The rates of pay for each employee within a pay grade shall be set by the **Town Manager**. The normal entrance rate of pay for new employees shall be at the lower end of the pay grade for the position or depending on qualifications.
- C. The compensation plan may be amended by motion of the Town Council OR by **the Town Manager** within the limits of appropriations by the council.
- D. Flexible work scheduling may be considered within the standard workweek, Monday through Friday, so long as the standard hours in a workweek, normally 40, are not altered.

Some examples are:

1. Arrive earlier in the morning and leave earlier in the afternoon.
2. Arrive later in the morning and leave later in the afternoon.
3. ~~Work four 10-hour days.~~
4. ~~Work four 9-hour days and one 4-hour day.~~
5. Work some other similar permanent or seasonal scheduling option(s)
6. Add time to meal break and arrive earlier and leave later.

Other temporary or occasional flexible work schedules may include some combination of altered work start and stop times to allow employees to have medical appointments or take care of personal business during work hours without being charged leave. If flexible work scheduling or compressed workweeks are instituted on an ongoing basis, the agency head may approve such only after consultation with the **Town Manager**.

- E. If an employee is unable to report for work or expects to be late, the employee must contact his supervisor as soon as possible but no later than the beginning of his or her scheduled work period, giving the reason for his absence or tardiness. Paid leave may or may not be approved. If an employee has difficulty reaching his supervisor, he should leave a message reporting his absence but continue to attempt to make contact with his supervisor. The responsibility to notify a supervisor(s) about absences or about tardiness always rests with the employee.
- F. Hours of work, schedules, and duty assignments of short duration of individual employees or work units may be altered under authorization of the department head or his designee within the established workweek and schedule of the agency as conditions warrant. Schedules may also be adjusted to meet FMLA and ADA requirements.

G. Performance Appraisals

The work of each employee will be evaluated at least annually by the immediate supervisor. The supervisor will meet with the employee to discuss the year's performance. A written report of the appraisal will be prepared with a copy provided to the employee being appraised and a copy for the personnel files. If the employee believes that the report is unfair, he or she may prepare comments to be attached to the supervisor's appraisal report.

H. Performance Increases

The Town of Chincoteague promotes excellence in its workforce. Salary increases within budget constraints may be given to that end. Each employee's performance will be reviewed annually, and based on satisfactory performance and contributions to the organization, pay increases may be given. In exceptional circumstances an employee's pay may be increased in less than a year for meritorious service or enhanced responsibilities. Pay increases are not automatic or guaranteed.

I. Overtime

Employees who are not exempt under the Fair Labor Standards Act (non-exempt) will be paid at the rate of time and a half for all hours actually worked in excess of forty (40) hours a work week. Unless authorized to do so beforehand, employees should not work over forty (40) hours during a workweek. For authorized overtime, employees may be offered compensatory time off at the same rate of time and a half for all hours actually worked in excess of forty (40) hours a work week. Compensatory time off in lieu of payment for overtime worked cannot be a mandatory requirement; it must be agreed to by the non-exempt employee.

Exempt employees who are required to work beyond normal hours or on weekends and holidays may be given compensatory time off at the discretion of the Town Manager.

J. Bonuses

The **Town Manager** may grant a bonus to an employee to recognize superior service to the **Town of Chincoteague**.

K. Retirement

The **Town of Chincoteague** participates in the Virginia Retirement System for all employees eligible for retirement benefits pursuant to the rules and policies of VRS.

5.3 HOLIDAYS AND LEAVE

Holidays

The following holidays are observed by the **Town of Chincoteague**. Full-time ~~and part-time~~ salaried employees shall be granted time off for these days without charging the time against leave balances:

New Year's Day	January 1
Jackson Lee	Friday preceding 3rd Monday of January
Martin Luther King, Jr.	3rd Monday of January
President's Day	Third Monday in February
Good Friday	March/April
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
December 24 ²	December 24 (1/2 day)
Christmas Day	December 25
New Year's Eve	December 31(1/2 day)

When an employee is required to work on one of these holidays, compensatory time off will be given on an hour for hour basis for the hours worked on the holiday. Holidays falling on Saturday or Sunday shall be taken on the Friday or the Monday respectively as announced by the **Town of Chincoteague**.

Note: This is a fairly exhaustive list of holidays. The list includes most days taken by government agencies. Your LGU may allow fewer days, or give floating holidays. You may also have a local holiday not shown that you would want to add. **The state code lists state holidays in §2.2-3300.**

Question, Do we want to limit Holiday hours as a 8 hour normal work day?

² One-half day.

5.4 Leave

A. Annual Leave

Full-time employees will accrue paid annual leave for personal purposes at the following rates and shall be used on an hour for hour basis.

3 months to 1 year	2 hours per month pay period
1-5 years of service	3.08 hours per month pay period
5-10 years of service	4.62 hours per month pay period
10-15 years of service	5.54 hours per month pay period
15+ years of service	6.92 hours per month pay period

Annual leave shall be approved in advance by the **Town Manager** or department head. Leave is not eligible at all times: the **Town Manager** and department heads have a primary obligation to insure that the **Town of Chincoteague's** service to the citizens is carried out.

Each employee may accumulate a maximum of 240 ~~for other maximum~~ hours of annual leave. Annual leave above that amount shall expire and may not be accumulated or used **after the end of the Calendar year.** **Vacation time in excess of 240 hours shall be paid at the rate the employee is currently compensated or hours rolled over into the next year if the Town Manager believes it could not be avoided; if not, annual leave will be lost if not taken by December 31 of each year.** (Note: If your LGU does not use this paragraph, do not use the word "unexpired" in the next paragraph.)

Upon separation, an employee shall be entitled to payment for all ~~unexpired~~ credited annual leave based on the employee's current rate of pay at time of separation. In the event of the death of an employee, the employee's estate shall be entitled to payment for any unused balance of annual leave allowances at the time of death. Probationary employees are not entitled to payment of any unused holiday leave.

B. Sick Leave

Sick leave shall accrue at the rate of **4** hours per month **pay period**, and, when taken, shall be used on an hour for hour basis. Sick leave shall be used for:

1. FMLA leave, pursuant to section C.1.

2. Illness or injury incapacitating the employee and preventing the employee from performing assigned duties, doctor, or dental appointments during working hours. Personal sick leave is charged on an hour-for-hour basis for all employees and is not considered an entitlement.
3. Medically-necessary care of family members, such as spouse, child, parents, siblings, or in-laws, living in the same household as the employee.

An employee away from work for medical conditions which require absence in excess of one week or for FMLA purposes is required to (1) submit to the department head a written statement from the attending physician or health care provider, stating the earliest approximate date of return to duty and advising on the ability of the employee to perform the essential functions of his or her job with or without reasonable accommodations, and simultaneously (2) apply for leave under the Family and Medical Leave Act. The department head or **Town Manager** has the prerogative of requiring a physician's or health care provider's letter with the above content prior to an absence of one week if in his or her judgment this information is necessary. Medical information and the personnel needs of the **Town of Chincoteague** will be considered in determining the holding of the employee's position or placement in another position for which the employee qualifies. All medical information will be kept confidential and will be made a part of a file separate from the employee's personnel file.

Exceptions to this policy may be considered on a case-by-case basis and approved by the **Town Manager**. Sick leave is charged on an hour-for-hour basis for all employees and is not considered entitlement.

C. **Military Leave**

An employee who is a member of a reserve force of the United States or of the Commonwealth of Virginia and who is ordered by the appropriate authorities to attend a training program or who is called into emergency active duty for the purpose of aiding civil authority under the supervision of the United States or the Commonwealth of Virginia shall be granted a leave of absence with full pay during the period of such activity, (OPTIONAL) [The **Town of Chincoteague** may, by motion of council, pay any such employee the difference between his or her salary and the pay received for the military duty.]

D. Military Leave without Pay

An employee who leaves the employ of the **Town of Chincoteague** to join the military forces of the United States during the time of war or other declared national emergency or who is called to service in the Virginia Militia by order of the Governor shall be placed on military leave without pay commencing on the first business day following the last day of active employment with the **Town of Chincoteague**. The employee on such leave is entitled to be restored to the position he or she vacated, provided the employee makes application to the **Town of Chincoteague** not later than 90 days after the date of honorable discharge or separation under honorable conditions. Job restoration is further conditioned on the position still existing and the employee being physically and mentally capable of performing the work of the vacated position. This section does not override section VI B.3.

E. Civil Leave

An employee will be given time off without charge to leave or loss of pay for (a) performing jury duty, when subpoenaed as a witness to appear before a court, public body or commission, (b) serving as a blood donor, or (c) performing emergency civilian duties in connection with national defense or for the purpose of voting in a national, state, or local election. The period of such leave shall be only as necessary for the performance of the activity, plus any necessary travel time.

6.0 LEAVE WITHOUT PAY

The following are the situations for which an employee may be on leave without pay status.

6.1 Family & Medical Leave Act

A. Eligible Employees

Eligible employees are entitled to participate in the benefits of the Family and Medical Leave Act ("FMLA"). FMLA leave is unpaid leave. The **Town of Chincoteague** requires an employee to use accrued paid leave on an hour for hour basis in conjunction with FMLA leave.

B. Number of hours worked to be covered

To be covered under the FMLA, an employee must have worked for the **Town of Chincoteague** for twelve (12) months and must have worked at least 1,250 hours within the twelve (12) months preceding the start of the leave. Part-time and temporary employees who meet these requirements are eligible for FMLA leave.

6.2 Purposes for Which FMLA Leave May Be Taken

FMLA leave may be used:

- A. to care for an employee's child after birth, or for the placement with an employee of a child for adoption or foster care (provided that the leave is requested and used within twelve (12) months of the birth, placement, adoption, or foster care),
- B. to care for an employee's spouse, child, or parent (does not include in-laws) who has a serious health condition,
- C. When the employee is unable to work because of their own serious health condition.

6.3 Serious Health Condition Defined

A. Definition

A serious health condition is an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or an incapacity lasting more than three consecutive days and involving continuing treatment by a health care provider. Continuing treatment involves two or more treatments (or one treatment when the condition is such that continuing follow-up is or will be required) by a healthcare provider, pregnancy, prenatal care, or other chronic or long-term serious health conditions.

B. Qualifications for Serious Health Condition

To qualify for leave due to the serious health condition of a family member, the family member must be incapable of self-care. To qualify for leave due to the serious health condition of the employee, the employee must be unable to work at all or unable to perform any of the essential functions of the employee's position.

C. Employers Requirements

Employees are required to obtain a health care provider certification for all absences for which FMLA leave is being requested. A chronic or long-term health condition or pregnancy does not require a visit to the health care provider for each absence; however, a statement by the health care provider that the absence was due to the chronic condition or pregnancy may be requested by the **Town of Chincoteague** at its discretion.

6.4 FMLA Benefits

A. Leave

An eligible employee is entitled to a total of twelve weeks of unpaid leave during any twelve-month period. Employees will be required to use accumulated paid leave (sick, compensatory, annual, etc.) on an hour for hour basis concurrent with the FMLA leave. If FMLA leave is exhausted before the end of the twelve-month period, the employee will not be entitled to further FMLA leave during this period.

An employee is required to request FMLA leave in writing at least thirty days before the leave is to commence if the need for the leave is foreseeable. In circumstances when the leave is not foreseeable thirty days in advance, an employee must request the leave as soon as practicable. The **Town of Chincoteague** may designate leave as FMLA leave without a request from an employee.

FMLA leave taken for a serious health condition of the employee or family member may be taken intermittently or on a reduced-hours basis.

FMLA leave taken for birth, adoption, placement, or foster care cannot be taken intermittently unless approved in advance. If both spouses work for the **Town of Chincoteague**, the total FMLA leave that may be taken for this event by both employees is twelve weeks, pro-rated between as the spouses choose. FMLA leave taken for the birth, adoption, placement, or foster care of a child must be taken within the twelve months following the event.

Should the **Town of Chincoteague** obtain information that the employee was not FMLA eligible or the event did not qualify under FMLA, the designation of FMLA leave previously given may be withdrawn.

B. Job Restoration

Upon return from FMLA leave, an employee is entitled to be restored to the same position that was held before the start of the FMLA leave, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. If an employee is unable to return to work after the FMLA leave benefits have been exhausted, the employee will not have a right to return to his or her position even if there are unused accrued leave balances.

Key employees are entitled to FMLA leave but are not entitled to job restoration if re-employment after the conclusion of the leave will cause a substantial and grievous economic injury to the **Town of Chincoteague**. A key employee is a salaried employee who is among the highest paid ten percent of the **Town of Chincoteague's** workforce. A key employee will be notified in writing of his or her status in response to the employee's notice of intent to take FMLA leave, unless circumstances do not permit such notice. If a key employee is already on FMLA leave when s/he receives notice that s/he is a key employee, the employee will be given a reasonable time to return to work before losing the right to job restoration.

C. Health Benefits

If paid leave is used for FMLA purposes, an employee will maintain the same benefits as if working. If the employee is on leave without pay, continuation in the health care plan is permitted, provided that the employee continues to pay for his or her share of the premiums. If the employee fails to make his premium payments, the employee will be provided written notice of this failure and will be given an additional fifteen days to make payment in full. If payment is not made after this notice, health benefit coverage will cease.

If an employee does not return to work after the conclusion of the FMLA leave, the employee is responsible for reimbursing the **Town of Chincoteague** for the **Town of Chincoteague's** share of the health care premiums paid.

6.5 Extended Leave without Pay

When special circumstances require an extended leave, the **Town Manager** has the authority to grant an employee leave without pay provided that the operations of the **Town of Chincoteague's** program(s) will not be adversely affected.

6.6 Disciplinary Leave without Pay

An employee who is absent from work without prior approval shall receive no pay for the duration of the absence and may be subject to disciplinary action which may include dismissal. If extenuating circumstances exist for the unauthorized absence, due consideration will be given.

7.0 EMPLOYEE DEVELOPMENT

It is the policy of the **Town of Chincoteague** to encourage employees to obtain training designed to develop the employee's value to the organization. Leave with partial pay or leave without pay may be available under the Education Leave provisions.

The cost of training and related expenses undertaken at the direction of the **Town Manager** or the Administrator of Insurance Programs shall be paid in full by (the **Town of Chincoteague**). For training requested by an employee, the employee may receive reimbursement of tuition costs if (1) the training was approved in advance by the **Town Manager** and (2) the employee shows successful completion of the course.

7.1 Education Leave – For pursuit of courses of study

A. Policy

It is the policy of the **Town of Chincoteague** to encourage employees to obtain training designed to develop the employee's value to the organization. Leave with partial pay or leave without pay may be available.

B. Leave at the discretion of Town manager

Education leave is discretionary and is normally taken with partial pay or without pay. When an employee can demonstrate that the pursuit of the educational program will have an immediate and discernable benefit to (the **Town of Chincoteague**), leave with full pay may be granted by the **Town Manager**. The conditions of such leave shall be subject to a case by case determination based on factors which include the nature of the education or training, length of the absence, work record of the employee, work requirements at the time of the request, and value of the education or training to the **Town of Chincoteague**.

C. Who Pays for Training?

The cost of training and related expenses undertaken at the direction of the **Town Manager** may be paid in full by the **Town of Chincoteague**. In such case, the hours of training count as hours worked. For training requested by an employee, the employee may receive reimbursement of tuition costs if (1) the training was approved in advance by the **Town Manager**, (2) the employee shows successful completion of the course, and (3) the training to be job related. If the training was not required by the **Town of Chincoteague**, the hours do not count as hours worked.

8.0 HEALTH AND SAFETY

8.1 Workers' Compensation

Workers' Compensation provides benefits for an employee in the event of certain occupational illnesses, injuries, or deaths.

For additional information, see W/C Addendum.

8.2 Occupational Safety and Health

The **Town of Chincoteague** is committed to providing our employees with a safe and healthful work environment. To accomplish this goal, all employees and their **Town Manager** must make diligent efforts to promote safety. We develop and implement safety rules and regulations through our **Town Manager**, supervisors, and safety committees. This process is ongoing and requires periodic review. Safety audits are undertaken to determine the necessity and feasibility of providing devices, work practices, policies, or other safeguards to make the workplace safe and healthful. We also provide training for our employees regarding workplace hazards and the proper and safe methods to use in performing their job tasks.

You are expected to give your full skill and attention to the performance of your duties using the highest standard of care and good judgment. You are also expected to always follow safety rules and regulations, including using appropriate protective clothing and equipment, attending all training sessions related to your job, and following the directions of supervisory personnel.

Safety rules and regulations will be issued or modified from time to time and will be effective immediately upon communication. General safety rules and regulations will be distributed to you and posted on employee-accessible bulletin boards. Departments will have specific job/task related rules and procedures that you are expected to know and follow.

The Town Manager will put in place a safety review panel made up of one staff member from each department, to review all accidents that occur at the work place or on the job and to provide a report and/or a recommendation to the Town Manager.

8.3 Accident Reporting and Investigation

All job-related injuries or illnesses shall be reported to your supervisor immediately, regardless of severity. (In the case of serious injury, your reporting obligation will be deferred until circumstances reasonably permit a report to be made.) Failure to report an on-the-job injury or illness may preclude or delay the payment of any benefits you may be eligible for and could subject the **Town of Chincoteague** to fines and penalties.

A. Employer's Responsibilities

1. Each employer is to investigate the cause of every lost-time accident and determine the means in which to prevent recurrence. Employers are required to install any safeguards or take corrective measures indicated or found advisable.
2. Create a safety committee which is responsible for establishing procedures to investigate all safety related incidents. This doesn't mean that they take the responsibility away from supervisors for the actual investigation. However, committees should evaluate the cause, look for any trends, or identify tools, equipment, procedures, or training that will serve to prevent the accident/injury from recurring.

B. Employees Responsibilities

The employee shall:

1. Report all injuries, regardless of severity, to the supervisor immediately but no later than 24 hours. If the supervisor is not available, the injury must be reported to the **Town Manager** before medical treatment is sought;
2. Report and, if possible, correct all unsafe conditions or acts;
3. Take all standard safety precautions to prevent injury;
4. Follow all safety rules.

9.0 ELECTRONIC COMMUNICATIONS

9.1 Internet

A. Provision of Internet

The **Town of Chincoteague** may provide electronic, digital and wire communications equipment for business purposes. The use of this equipment should not be for personal use. Messages received, sent, and stored on this equipment will be subject to monitoring from time to time and in the course of this monitoring may be read for content. Employees should be aware that there are stored records of all communications. There should be no expectation of privacy in any communications received, sent, or stored on equipment or service provided by the **Town of Chincoteague**.

B. Employees Access

The **Town of Chincoteague** may provide unlimited access to the Internet and the World Wide Web to its employees as one of the many resources available to assist them in doing their jobs better and more efficiently. Therefore, the **Town of Chincoteague** may establish an Internet account that may be accessed by employees.

C. Passwords and Email Addresses

1. Employees may be provided with passwords and e-mail addresses to enable them to use the account; these addressees and passwords are not provided to make employees' usage confidential or private. E-mail records are business records of the **Town of Chincoteague**. The usage of the Internet is subject to the same code of conduct which applies to all other actions in the workplace and using the LGU's Internet account in a manner that violates any rules or regulations constitutes grounds for disciplinary action, up to and including discharge. The electronic use, transmission, and storage of messages, files, images, and sounds are subject to monitoring by (the **Town of Chincoteague**).
2. Employees must not share their passwords with any other individuals, including other employees or outsiders. Nor is it appropriate to attempt to subvert network security either by accessing the Internet without using your password or by seeking to discover other passwords to gain access. Employees are representatives of the **Town of Chincoteague** when using the **Town of Chincoteague's** Internet account. Accordingly, they are expected to act and to communicate professionally on the Internet, not to engage in any commercial or illegal activities, or to use the account for personal business.

D. Employer Access

The **Town of Chincoteague** will have access to a log of all usage, including a list of employees who have used the Internet and the sites they visited. The **Town of Chincoteague** will monitor this usage from time to time, and employees found to be abusing usage or using the Internet inappropriately will be subject to disciplinary action.

9.2 Consent to Monitoring

Employees will be required to consent to the monitoring of communications sent, received and stored on equipment provided by the **Town of Chincoteague** or an electronic, wire, or digital services provided by the **Town of Chincoteague** is a requirement for employment by the **Town of Chincoteague**.

10.0 ALCOHOL AND DRUG FREE WORKPLACE

10.1 Employee Responsibilities

- A. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.
- B. Any employee convicted under a federal or state statute regulating controlled substances shall notify their supervisor and the **Town Manager** within five days after the conviction.
- C. No employee shall consume alcoholic beverages immediately before work, during work hours, or while at work during breaks or lunches.
- D. No employee shall be impaired by alcoholic beverages immediately before work, during work hours, or while at work during breaks or lunches.
- E. No employee shall represent the **Town of Chincoteague** in an official capacity while impaired by alcohol, illegal drugs, or medication.
- F. No employee, using medication that may impair performance, shall operate a motor vehicle or engage in safety sensitive functions while on duty for the **Town of Chincoteague**.
- G. If an employee is using a prescription or non-prescription medication that may impair performance of duties; the employee shall report that fact to his or her supervisor.
- H. An employee who has reason to believe that the performance of another employee is impaired by alcohol, illegal drugs, and/or medication shall immediately notify the supervisor or **Town Manager**.

10.2 Disciplinary Action

Because of the serious nature of illegal use or abuse of alcohol, controlled substances, and/or non-prescribed use of medication, appropriate employee disciplinary action will be taken, up to and including termination.

10.3 Drug & Alcohol Testing

In order to achieve a drug-free work place, employees in, and applicants for, safety sensitive positions shall be required to participate in all of the following alcohol and controlled substances testing:

- A. When an applicant for a safety-sensitive position has been extended a conditional offer of employment but before beginning work.
- B. When there is a reasonable suspicion to believe that the employee is in an impaired state.
- C. When the employee has been involved in an on duty serious accident or has endangered others in the workplace.
- D. On a random basis for safety sensitive positions.
- E. As a condition for return to duty after testing positive for controlled substances or alcohol.
- F. As part of follow-up procedures to return-to-duty related drug or alcohol violations.

11.0 POLITICAL ACTIVITY

- A. An employee shall not be coerced to support a political activity, whether funds or time are involved.
- B. An employee shall not engage in political activity on work premises during work hours.
- C. An employee shall not use **Town of Chincoteague**-owned equipment, supplies or resources, and other attendant material (diskettes, paper, computer online and access charges, etc.) when engaged in political activities.
- D. An employee shall not use, discriminate in favor of or against, any person or applicant for employment based on political activities.
- E. An employee shall not use the employee's title or position while engaging in political activity.

12.0 SMOKING – LGU-- OWNED AND CONTROLLED BUILDINGS AND WORK PLACES

The LGU CAO may develop and implement policies and procedures governing smoking in parts of **Town of Chincoteague**-owned and controlled buildings or work areas not open to the general public in the normal course of business, except by invitation. The LGU CAO shall enforce these policies and procedures through administrative methods. ~~Any total ban on smoking in the workplace shall only be enforced by the **Town of Chincoteague** upon an affirmative vote of a majority of the affected employees voting.~~

State law reference(s) – §§ 15.2-2801, 15.2-2802

13.0 DISCIPLINE AND GRIEVANCES

13.1 EMPLOYEE CONDUCT

Town of Chincoteague employees are expected to conduct themselves in a professional and courteous manner, as representatives of the LGU. Employees are expected to avoid any action, which might result in giving preferential treatment to any organization or person, losing independence or impartiality of action, or adversely affecting the integrity of the **Town of Chincoteague**.

13.2 Disciplinary Actions

If an employee's work performance or behavior is deemed unsatisfactory, the following kinds of disciplinary action may be taken, depending upon the circumstances: oral admonishment, written reprimand, suspension, demotion, or dismissal. Other types of discipline may be used in addition to those listed.

The following are examples of misconduct that may result in discipline. The list is not inclusive and other misconduct may be subject to disciplinary action:

- A. Conviction of a felony or of a misdemeanor involving moral turpitude and other criminal acts that continued performance of duties is compromised;
- B. Willfully falsifying **Town of Chincoteague** records (including time records, leave records, job applications, or pay or reimbursement vouchers);
- C. Gross negligence with **Town of Chincoteague** property or misuse of **Town of Chincoteague** property;
- D. Violating any workplace rule;
- E. Performing official duties in a rude and discourteous manner, threatening co-workers, or using physical violence while on duty;

- F. Violating any lawful official regulation or order or willfully failing to obey a proper direction of the supervisor or the **Town Manager**;
- G. Using or being impaired at work by intoxicants, drugs, or alcohol;
- H. Grossly neglecting duty or continually being unable or unwilling to render satisfactory performance;
- I. Taking property of the **Town of Chincoteague** for one's personal use, for sale to another or for a gift to another;
- J. Inducing, or attempting to induce, an officer or employee in the service of the **Town of Chincoteague** to commit an unlawful act or to act in violation of any lawful or official regulation or order;
- K. Accepting a bribe, gift, token, money, or other thing of value intended as an inducement to perform or refrain from performing any official acts, or engages in any action of extortion or other means of obtaining money or other things of value through his/ her position in the **Town of Chincoteague**;
- L. Failing to report for work or being absent without prior notice to supervisor;
- M. Unsatisfactory attendance, excessive absences, or excessive tardiness.
- N. Harassing other employees or the public.
- O. Violating the **Town of Chincoteague's** drug free workplace rules.

13.3 Notification

Prior to imposing disciplinary action, including termination, the supervisor shall inform the employee of the reason for the discipline and the employer shall have the right to comment on the discipline. However, the supervisor may have the employee removed from the workplace prior to giving an opportunity to comment if the employee's continued presence poses a safety danger or is disruptive to the workplace.

13.4 Grievance

The **Town of Chincoteague** grievance procedure is available for employees of the **Town of Chincoteague**, except as noted in the procedure.

For additional information see **Grievance Appendix**.

14.0 TERMINATION OF EMPLOYMENT

14.1 Resignation

To resign in good standing, an employee must give at least two weeks advance notice. If special circumstances exist, the notice requirement may be waived by the **Town Manager**. Failure to give the required advance notice will result in forfeiture of compensation for accrued leave. Failure to return to work at the expiration of an approved leave of absence shall be interpreted as a resignation.

14.2 Lay-off

The **Town of Chincoteague** reserves the right to dismiss employees for lack of available work or funds. In such cases the employees affected will be given a minimum of two weeks advance notice.

14.3 Termination for Inability to Perform

An employee may be terminated if he or she becomes physically or mentally unable to perform the duties of the position. However, any such action shall be taken in a manner that complies with the requirements of the American's with Disabilities Act.

15.0 MODIFICATION OF POLICIES

These policies do not constitute a contract of employment. The policies as a whole, or individually by section, may be modified, amended, or rescinded at the sole discretion of the **Town of Chincoteague** without notice.

Uniformed Services Employment and Re-Employment Rights Act of 1994

The Uniformed Services Employment and Re-Employment Rights Act of 1994 USERRA applies to all employers in the public and private sectors, including Federal employers. The Act protects all members of the uniformed services from discrimination in employment regardless of whether their uniformed service was in the past, present, or future (intent to join). The discrimination provisions of USERRA, set forth in section 4311, address problems regarding initial employment, reemployment, retention in employment, promotion, or any other benefit of employment.

Any person re-employed after military service is entitled to all seniority and other rights and benefits, including medical insurance coverage, which would have been available if the employment had not been interrupted by military service. The veteran re-employment rights are effective unless the cumulative length of the current absence plus any previous absences exceed five (5) years.

USERRA requires that service members provide advance written or verbal notice to their employers for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. Upon return from military duty, the period an individual has to make application for reemployment or report back to work is based on the time spent on military duty. For service of 30 days or less, the service member must report back to work at the beginning of the next regularly scheduled work period on the first full day after release from service. For service of 31 - 180 days, the service member must submit an application for reemployment within 14 days of release from service. For service of 181 days or more, an application for reemployment must be submitted within 90 days of release from service.

Reemployment of a person is excused if an employer's circumstances have changed so much that reemployment of the person would be impossible or unreasonable. Employers are excused from making efforts to qualify returning service members, or from accommodating those with disabilities incurred during service, when doing so would be of such difficulty or expense as to cause "undue hardship." Reemployment is not required where the position left to enter the service was for a brief and non-recurrent period and which could not reasonably be expected to continue indefinitely or for a significant period. The employer has the burden of proving (not simply asserting) the impossibility or unreasonableness, undue hardship, or the brief, non-recurrent nature of the employment.

An employer may not use the lack of documentation at the time the individual requests return as a basis for delaying or denying reinstatement. If the documentation received later shows that the individual is not eligible for protection under USERRA, the person may be terminated at that point. An employer has the right to require a person who is absent for a period of service of 31 days or more to provide documentation showing that: 1) the application was timely, 2) the 5-year service limit was not exceeded, and 3) the separation from service was not under circumstances specified in section 4304 of USERRA.

The following are some of the major requirements of USERRA, but is not meant to be all inclusive:

Health Benefit Coverage - on return from service, health insurance coverage must be reinstated without any waiting period or exclusions for preexisting conditions, other than waiting periods or exclusions that would have applied even if there had been no absence for uniformed service.

Pay - a person reemployed is entitled to the rate of pay he or she would have attained, with reasonable certainty, if continuously employed during the period of service. The term "pay" is not limited to the wages received. It includes all elements of compensation such as drawing accounts, bonuses, and shift premiums. It includes hourly rate, piece rate, salaries, and commissions. USERRA does not require an employer to pay an employee while performing uniformed service; however, an employer is free to do so if desired.

Promotions - unless it is impossible or unreasonable, an employer is generally required to allow a returning service member to make up a test for promotion that was missed while he or she was absent. If the reemployed employee is successful on the makeup exam, and there is a reasonable certainty that, given the results of the exam, that reemployed employee would have been promoted during the time he or she was in military service, then the reemployed employee's promotion must be made effective as of the date it would have occurred had the employment not been interrupted by military service. If it is reasonably certain that an employee would have received a promotion during his or her absence for service and the employee requires further qualification for the position as a result of the military leave, the employer must make reasonable efforts to qualify the person. USERRA provides that returning service members are reemployed in the job that they would have attained had they not been absent for military service (a.k.a. "escalator position") with the same seniority, status and pay, as well as other rights and benefits determined by seniority.

Raises - a returning service member is entitled to all general pay raises that he or she would have received with reasonable certainty but for the absence for service in the uniformed services.

Vacation - USERRA requires an employer to allow an individual to use earned vacation credits while absent for service, providing that usage is at the employee's request. An employer may not require the use of vacation for a service absence, unless the absence coincides with a period, such as a plant shutdown, when ALL employees are required to take vacation.

Addendum 1.

GRIEVANCE PROCEDURE

The purpose of this procedure is to provide a prompt, fair, and orderly method for the resolution of employee grievances initiated by eligible employees of the **Town of Chincoteague**.

I. Definition of Grievance

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

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

B. Management Rights and Prerogatives

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

1. Establishment and revision of wages or salaries, position classification, or general benefits.
2. Work activity accepted by the employee as a condition of employment, or work activity which may reasonably be expected to be a part of the job content.
3. The contents of ordinances, statutes, or established personnel policies, procedures, rules, and regulations.
4. The methods, means, and personnel by which work activities are to be carried on, including but not necessarily limited to:

- a. The provision of equipment, tools, and facilities necessary to accomplish tasks.
 - b. The scheduling and distribution of manpower/personnel resources.
 - c. Training and career development.
5. The hiring, promotion, transfer, assignment, and retention of employees in positions within (the Town's) service.
 6. Failure to promote except where the employee can show that established promotional policies or procedures were not followed or applied fairly.
 7. The relief of employees from duties, or taking action as may be necessary to carry out the duties, of (the Town) in emergencies.
 8. Direction and evaluation of the work of **Town** employees.
 9. Termination, layoff, demotion, or suspension from duties because of lack of work, reduction in force, or job abolition, except where such action affects an employee who has been reinstated within the previous six months as the result of the final determination of a grievance. In any grievance brought under the exception to this paragraph, the action shall be upheld upon a showing by (the Town) that:
 - a. There was a valid business reason for the action, and
 - b. the employee was notified of the reason in writing prior to the effective date of the action.

II. Coverage of Personnel

- A. Except as noted below, all non-probationary full-time and part-time employees are eligible to file grievances under this procedure. The following are the exceptions:
 1. Key officials of **Town of Chincoteague**. For purposes of this procedure, a key official is defined as the head of any separate **Town** department.
 2. Members of boards and commissions.
 3. Employees whose terms of employment are limited by law.

4. Officials and employees who serve at the will or pleasure of an appointing authority.
 5. Appointees of elected individuals or elected groups.
 6. Probationary employees in matters concerning their dismissal. Probationary employees may, however, use this procedure for complaints or disputes other than dismissals that are determined to be grievable.
 7. Temporary, limited term, and seasonal employees.
 8. Law enforcement officers as defined in Chapter 10.1 (§2.1-116.1, et seq.) of Title 2.1 of the Code of Virginia whose grievance is subject to the provisions of Chapter 10.1 and who have elected to proceed pursuant to those provisions in the resolution of their grievance, or any other employee electing to proceed pursuant to any other existing procedure in the resolution of his grievance.
- B. **The Town Manager** shall determine the officers and employees (by position) excluded from this grievance procedure and shall maintain a list of such excluded positions.

III. Operation of the Grievance Procedure

- A. Step 1. An employee who believes he has a grievance and wishes to utilize this procedure shall discuss the grievance informally with his immediate supervisor within twenty calendar days of the occurrence of the incident giving rise to the grievance or within twenty calendar days following the time when the employee reasonably should have gained knowledge of its occurrence. A response to the grievance shall be communicated, either orally or in writing, to the grievant within ten calendar days.

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

- B. Step 2. If the grievant is not satisfied with and does not accept the Step 1 response, or if a response is not provided within the required time frame, the grievant may proceed by putting the grievance in writing on the Grievance Form which is attached to this procedure. The Grievance Form shall be delivered, by mail or in person, to the department head within ten calendar days of receipt of the supervisor's response or the deadline for that response, whichever occurs first. If the immediate supervisor is the department head, the written grievance should be

presented to **the Town Manager** and it will proceed as if it were at Step 3.

The grievant shall specify the relief that he expects to gain through the use of this procedure. The department head shall promptly meet with the grievant. Normally, the only persons who may be present at the meeting or hearing shall be the agency head, the grievant, and the appropriate witnesses. The department head shall render a written response to the grievance within ten calendar days following receipt of the completed request form with a copy of the response being sent to the manager. By mutual consent of the grievant and the department head or the grievant may skip Step 2 and proceed directly to Step 3.

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

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

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

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

IV. Grievability and Access

- A. Grievability and access are determined by **the Town Manager** generally after the grievance reaches Step 3. Only after **the Town Manager** has determined that a complaint is grievable and/or the grievant has access to the procedure may a grievance be advanced through Steps 3 and 4. Should the question of grievability or access arise at Step 2 the grievant or the department head may request a ruling on grievability and/or on access by **the Town Manager**. **The Town Manager** shall render a decision within (10) ten calendar days of receipt of the ruling request and shall send a copy of the decision to the grievant and the department head.
- B. **The Town Manager's** decision on grievability and/or access may be appealed to the Circuit Court of the County. Such appeals shall be instituted by the grievant by filing a notice of appeal with **the Town Manager** within (10) ten calendar days from the date the grievant received the decision. Within (10) ten calendar days after the filing of the notice of appeal, **the Town Manager** or his designee shall transmit to the Clerk of the Circuit Court a copy of **the Town Manager's** decision on grievability or access to the procedure, a copy of the notice of appeal, a copy of the grievance record, and copies of all exhibits. A list of the evidence furnished to the Court shall also be furnished to the grievant. The appeal will be heard by the Court as provided by law. The decision of the Court is final and is not appealable.

V. **General Terms**

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

- A. Time intervals specified in Steps 1 through 4 may be extended by mutual consent of the parties.
- B. When a deadline falls on a Saturday, Sunday, or **Town** holiday, the next calendar day that is not a Saturday, Sunday, or **Town** holiday shall be considered the last calendar day.
- C. All grievance meeting and hearings shall be held during normal **Town** working hours unless both the grievant and **the Town Manager** should mutually agree otherwise.
- D. **Town** employees who are necessary participants at grievance hearings shall not lose pay for time necessarily lost from their jobs and will not be charged leave because of their attendance at the grievance proceedings.

- E. At the Step 3 meeting, the grievant, at his option, may have present, a representative of his choice. If the grievant is represented by legal counsel, (the Town) likewise has the option of being represented by counsel.
- F. The use of recording devices or a court reporter is not permitted at Step 1, 2, and 3 meetings. Only Step 4 hearings may be recorded.
- G. Hearings are not intended to be conducted like proceedings in court and the rules of evidence do not necessarily apply.
- H. At Step 4, the grievance panel shall have the discretion to limit the attendance at the hearing of persons not having a direct interest in the hearing.
- I. At the request of either party, Step 4 hearings shall be private.
- J. Except in grievances involving discipline or in cases where the grievance panel determines otherwise, the grievant shall present his evidence first.
- K. The grievance panel shall determine the propriety of and the weight to be given the evidence submitted.
- L. Both the grievant and (the Town) may call appropriate witnesses. All witnesses, including the grievant, shall be subject to examination and cross-examination.
- M. Witnesses shall be present only while actually giving testimony and shall otherwise be excluded from the room.
- N. The grievant shall not be entitled to financially recover more than that which he has lost; the grievant's costs are not to be assessed against (the Town).
- O. Where a grievant has obtained partial relief at one level of this grievance procedure but decides to appeal to the next higher level, the filing of a request form to the next higher level shall constitute rejection of, and relinquishment of any claim to, any and all relief granted at the previous level.
- P. Each party shall bear the costs and expenses, if any, of his legal counsel or representative.

VI. Rules Concerning Grievance Panels and Panel Hearings

A. Selection of Grievance Panel.

1. Within five calendar days of receipt of the Step 4 request form, **the Town Manager** shall appoint a member to serve on a grievance panel. The member selected by the grievant and the member selected by **the Town Manager** shall then select a third member.
2. If the panel member appointed by the grievant and the panel member appointed by **the Town Manager** or his designee cannot agree upon a third panel member within 20 calendar days of (the Town's) receipt of the selection of the first two panel members, then the chief judge of the Circuit Court shall choose an impartial, third panel member. The third panel member shall act as chair of the panel.

B. Eligibility to Serve on Grievance Panel.

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

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

1. The grievant shall bear the reasonable costs and expenses, if any, of his panel member.
2. (The Town) shall bear the reasonable costs and expenses, if any, of its panel member and those of the third panel member unless the grievant objects. Upon objection, the reasonable costs and expenses of the third panel member shall be shared equally between (the Town) and the grievant.

3. No person shall receive any compensation, whether monetary or otherwise, for his time in serving as a member of a grievance panel. Notwithstanding this prohibition, a Town employee serving as a member of a grievance panel may receive his usual Town salary for the period he serves on such a panel.
4. The panel shall promptly set the date, time, and location for hearing the grievance and shall notify the parties.
5. **Town of Chincoteague** shall provide the panel with copies of the grievance record prior to the hearing, and shall provide the grievant with a list of the documents furnished to the panel.
6. Each party shall furnish to the other with copies of all documents, exhibits, and a list of witnesses it intends to use at the panel hearing seven calendar days in advance of the hearing.
7. Both the grievant and (the Town) may be represented by legal counsel or other representative at the panel hearing. Such representatives may examine, cross-examine, question, and present evidence on behalf of the grievant or (the Town) before the panel without being in violation of the provisions of Virginia Code §54.1-3904.
8. The panel shall have the authority to determine the admissibility of evidence without regard to the burden of proof so long as a full and equal opportunity is afforded to all parties for the presentation of their evidence. (The Town) shall present its evidence first in grievances challenging a disciplinary action and shall have the burden of persuasion on such issue.
9. All evidence shall be presented in the presence of the panel and the parties except by mutual consent of the parties.
10. The decision of the panel should be rendered as soon as possible, but, in any case, not later than five calendar days following the conclusion of the hearing.
11. The panel shall have the authority, if it finds (based on the greater weight of the evidence) that the grievant has been denied a benefit or wrongly disciplined without just cause (where such cause is required) to reverse, reduce, or otherwise modify such action and, where appropriate, to order the reinstatement of such employee to his former position with back pay.
 - a. Back pay shall not exceed pay for time actually lost or paid leave required to be taken due to such

- suspension or discharge, in an amount the panel believes equitable up to the amount of actual loss.
- b. Any award of back pay shall be offset by interim earnings the grievant earned during the period of separation.
 - c. The panel also has the power to sustain, modify, or reverse (the Town's) action.
12. The panel shall not have authority to do any of the following:
 - a. Formulate policies or procedures.
 - b. Alter existing policies or procedures.
 - c. Circumscribe or modify the rights afforded the parties in this procedure.
 - d. Grant relief greater than that which the grievant has requested in the request form.
 13. The majority decision of the panel, acting within the scope of its authority, shall be final and binding, subject to existing policies, procedures, and law.
 14. The question of whether the relief granted by a panel is consistent with written policy shall be determined by **the Town Manager** or his designee, unless **the Town Manager** or his designee has a direct personal involvement with the event or events giving rise to the grievance, in which case the decision shall be made by the Attorney for the Commonwealth for the County.
 15. Either party may petition the Circuit Court for an order requiring implementation of the panel decision.

VII. Compliance

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

- B. If one of the management respondents in Steps 1, 2, or 3 does not respond to the grievance, the grievant at his option may move the grievance to the next level by submitting it without the response to the next Step or the grievant can provide **the Town Manager** notice of the non-compliance as set forth in paragraph VII (A).

The Town Manager shall determine compliance issues. Compliance determinations made by **the Town Manager** or his designee shall be subject to judicial review, which shall be initiated by the grievant filing a petition with the Circuit Court of the County within (30) thirty calendar days of the compliance determination.

The following must be included in any municipal's grievance procedure pursuant to the Firefighters and Emergency Medical Technicians Procedural Guarantee Act (§§9.01-300 through 9.1-304 of the *Code of Virginia*, 1950 as amended):

Definitions

“Emergency medical technician” means any person who is employed solely within the fire department or public safety department of an employing agency as a full-time emergency medical technician whose primary responsibility is the provision of emergency care to the sick and injured, using either basic or advanced techniques. Emergency medical technicians may also provide fire protection services and assist in the enforcement of the fire prevention code.

“Employing agency” means any municipality of the commonwealth or any political subdivision thereof, including authorities and special districts, which employs firefighters and emergency medical technicians.

“Firefighter” means any person who is employed solely within the fire department or public safety department of an employing agency as a full-time firefighter whose primary responsibility is the prevention and extinguishment of fires, the protection of life and property, and the enforcement of local and state fire prevention codes and laws pertaining to the prevention and control of fires.

“Interrogation” means any questioning of a formal nature that could lead to the dismissal, demotion, or suspension for punitive reasons of a firefighter or emergency medical technician.

Conduct of Interrogation

Whenever a firefighter or emergency medical technician is subjected to an interrogation that could lead to his/her dismissal, demotion, or suspension for punitive reasons:

The interrogation shall take place at the facility where the investigating officer is assigned, or at the facility that has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

Before the interrogation may take place, the firefighter or emergency medical technician shall be given written notice of sufficient detail of the investigation in order to reasonably apprise the firefighter or emergency medical technician of the nature of the investigation.

Interrogations can only be conducted at a reasonable time of day, unless the matters being investigated are of such a nature that immediate action is required, and shall be of reasonable duration with permitted reasonable periods for rest and personal necessities. The use of offensive language or offers of incentive is prohibited during the interrogation.

The firefighter or emergency medical technician must be advised of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation.

The interrogation may be recorded; however, if a recording or transcript of the interrogation is made, the firefighter or emergency medical technician is entitled to a copy of said recording or transcript without charge.

No firefighter or emergency medical technician may be retaliated against or threatened retaliation for his/her exercise of any rights granted or protected herein.

Breach of Procedures

If any of the above procedures are breached, evidence obtained during the interrogation shall not be excluded from being presented in any case against the firefighter or emergency medical technician and is not grounds for the dismissal of charges, unless the firefighter or emergency medical technician demonstrates that the breach prejudiced his/her case.

Informal Counseling not Prohibited

The informal counseling of a firefighter or emergency medical technician by a supervisor is not prohibited when it is in reference to a minor infraction of policy or procedure that does not result in disciplinary action being taken against the firefighter or emergency medical technician.

Rights Nonexclusive

The aforementioned rights of the firefighter or emergency medical technician shall not be construed to diminish the rights and privileges of firefighters or emergency medical technicians that are guaranteed to all citizens by the Constitution and laws of the United States and the Commonwealth of Virginia or limit the granting of broader rights by other law, ordinance, or rule.

The aforementioned rights shall not abridge or expand the rights of firefighters or emergency medical technicians to bring civil suits for injuries suffered in the course of their employment as recognized by the courts, nor are it designed to abrogate any common law or statutory limitation on the rights of recovery.

The following must be included in any municipality's grievance procedure pursuant to the "*Law-Enforcement Officer's Procedural Guarantees Act*," hereafter referred to as "*LEOPGA*" (§§9.1-500 through 9.1-507 of the Code of Virginia, 1950 as amended):

DEFINITIONS

"Agency" means the Department of State Police, the Division of Capitol Police, the Virginia Marine Resources Commission, the Virginia Port Authority, the Department of Game and Inland Fisheries, the Department of Alcoholic Beverage Control, the Department of Conservation and Recreation, or the Department of Motor Vehicles; or the political subdivision or the campus police department of any public institution of higher education of the Commonwealth employing the law-enforcement officer.

"Law-Enforcement Officer" means any person, other than a Chief of Police or the Superintendent of the Department of State Police, who, in his official capacity, is (i) authorized by law to make arrests and (ii) a non-probationary officer of one of the following agencies:

- a. The Department of State Police, the Division of Capitol Police, the Virginia Marine Resources Commission, the Virginia Port Authority, the Department of Game and Inland Fisheries, the Department of Alcoholic Beverage Control, the Department of Motor Vehicles, or the Department of Conservation and Recreation;
- b. The police department, bureau or force of any political subdivision or the campus police department of any public institution of higher education of the Commonwealth where such department, bureau or force has ten or more law-enforcement officers; or
- c. Any conservation police officer as defined in §9.1-101.

For the purposes of this chapter, "law-enforcement officer" shall not include the sheriff's department of any city or county. The rights accorded law-enforcement officers in this chapter are minimum rights and all agencies shall adopt grievance procedures that are consistent with this chapter. However, an agency may provide for additional rights of law-enforcement officers in its grievance procedure. This chapter does not prohibit the informal counseling of a law-enforcement officer by a supervisor in reference to a minor infraction of policy or procedure, which does not result in disciplinary action being taken against the law-enforcement officer.

Conduct of Investigation

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

- The officer shall be questioned at a reasonable time and place as designated by the investigating officer, preferably when the officer under investigation is on duty and at one of the following locations: office of the command of the investigating officer; or the office of the local precinct or unit of the officer being investigated, unless the matters being investigated are of such a nature that requires immediate action.

- Prior to the officer being questioned, he shall be informed of (i) the name and rank of the investigating officer and of any individual to be present during the questioning and (ii) the nature of the investigation.
- If a blood or urine specimen is taken from a law-enforcement officer for the purpose of determining whether the officer has used drugs or alcohol, the specimen shall be divided and placed into two separate containers. One container shall be tested while the other is held in a proper manner, to preserve the specimen, by the facility collecting or testing the specimen. Should the first specimen test positive, the law-enforcement officer shall have the right to have the second specimen tested by an independent laboratory of his choice (pursuant to §§18.2-268.1 through 18.2-268.1); the laboratory chosen by the officer must be accredited or certified by one or more of the following bodies: the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB), the College of American Pathologists (CAP), the United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA), or the American Board of Forensic Toxicology (ABFT). The officer shall notify the chief of his agency in writing of his request within 10 days of being notified of positive specimen results.

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

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

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

Personal assets of officers

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

shall preclude an agency from requiring the law-enforcement officer to disclose any place of off-duty employment where he may be contacted.

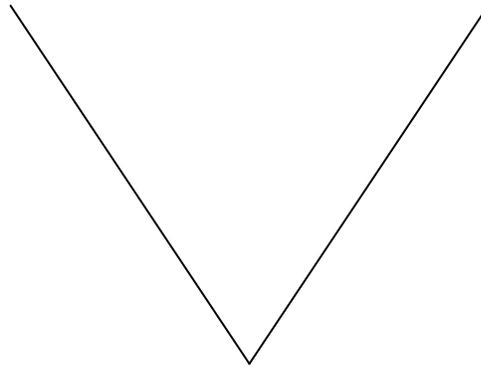
Hearing; hearing panel recommendations

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

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

*Grievant-one member
from within the agency*

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



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

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

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

At the discretion of the agency, it may, in lieu of complying with §9.1-502 give the law-enforcement officer a statement, in writing, of the charges, the basis therefore, the action which may be taken, and provide a hearing as provided for in this section prior to dismissing, demoting, suspending or transferring for punitive reasons the law-enforcement officer. Any recommendations of the hearing panel and the reasons therefore, shall be in writing and transmitted promptly to the law-enforcement officer or his attorney and the agency head. Such recommendations shall be advisory only, but shall be given significant weight.

Immediate suspension

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

Grievance Hearing Form
- Please type or print -

----- Name of Grievant	----- Job Title
----- Department	----- Telephone Number(s)

Step 2 – Department Head Meeting: To be completed by the grievant at Step 2 only and filed with the grievant’s department with a copy sent to the Manager.

1. Date of the incident-giving rise to this grievance. -----
2. Date of the grievant’s first awareness of the incident. -----
3. Have you had a Step 1 informal hearing with your immediate supervisor?
___Yes ___No (check one)
4. If yes, when? -----
5. Person(s) against whom this grievance is directed. -----

6. Specify the incident that resulted in this grievance. (Use separate sheets if necessary) -----

7. Specify the policy(ies), rule(s), or regulation(s) at issue. (Use separate sheets if necessary)

8. Specify why the action taken was not proper. (Use separate sheets if necessary)

9. Specify the relief sought. (Use separate sheets if necessary) -----

Signature of Grievant

Date Submitted

Department Head Response:

Signature of Departmental Head and Date

Date Grievance Was Received

Request for Step 4 – Grievance Panel Hearing: To be completed by the grievant at Step 4 only and filed directly with the Town Manager.

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

2. Name of grievant’s panel member: _____

Address: _____

Telephone Number: (Home) _____

(Work) _____

Signature of Grievant

Date Submitted

Town Panel Member

Name of Town’s panel member: _____

Address: _____

Telephone Number: (Home) _____

(Work) _____

Addendum 2.

Recommended Worker's Compensation Administrative Procedures

Workers' Compensation Policy

Our first responsibility is the prevention of occupational injuries and illnesses. Despite our best efforts, injuries and illnesses do sometimes occur. Workers' Compensation provides benefits for an employee in the event of certain occupational illnesses, injuries, or death.

Reporting

Employees are required to immediately report, in writing, all workplace injuries, conditions or illnesses, to their supervisor. All incidents shall be reported no matter how insignificant and regardless if medical treatment is necessary. The employee should retain a copy of the written notice given to the supervisor. If the immediate supervisor is not available, report must be made to the ***[department manager/director/ human resources]***. Late reporting by the employee can result in delayed or denied workers' compensation benefits.

The ***[supervisor/manager/director]*** shall immediately complete an accident report and submit this report to its workers compensation provider (usually VML Insurance). Delays in reporting can jeopardize the employees' rights under the workers' compensation law and subject ***[member name]*** to penalties, which can be assessed by the Virginia Workers' Compensation Commission. All accident reports shall be submitted to the workers compensation provider within 24 hours of the notification of a work related injury or illness.

Panel of Physicians

Town of Chincoteague has an approved Panel of Physicians for treating workers' compensation injuries and illnesses. The supervisor shall, immediately upon notification of a work related injury or illness, provide the employee with a copy of the Panel of Physicians. The employee shall sign and date an acknowledgement of receipt of the Panel of Physicians and the supervisor shall witness the employee's signature. The Panel of Physicians shall be offered to the employee, regardless if the employee intends to receive medical attention. The supervisor shall provide the employee with a copy of the signed Panel.

Treatment by a physician or medical facility outside of the panel will be at the employee's expense. **(If Town has an active and valid Panel in place.)**

However, in the event of an emergency the employee may seek treatment at the closest emergency facility. Once the emergency treatment is completed a panel physician must be chosen for follow up care.

All departments shall post a copy of the Panel of Physicians in a conspicuous location.

Medical Treatment

An employee shall not utilize health insurance for situations believed to be work related, unless the claim is denied by the workers compensation carrier.

Wage Loss Benefits

An employee is not entitled to lost wage compensation for the first seven days of incapacity resulting from a work related disability. The Virginia Workers' Compensation Law includes weekends/holidays in this count, and these days do not need to be consecutive.

The employee will be given the option of using earned ***[sick/annual/vacation/personal]*** leave for up to seven days. If the employee chooses not to use earned leave this will be excused leave without pay. It is the employee's responsibility to notify his supervisor regarding how he/she would like to charge the first seven days missed. If a designation is not made, the period missed from work will not be compensated by the employer.

If the absence is longer than seven days, the employee will receive compensation benefits from VML Insurance Programs in accordance with the provisions of the Virginia Workers' Compensation Act.

If an employee is out of work over twenty-one days for a covered injury/illness, which disability is authorized by a panel physician, the employee will receive from VML Insurance Programs, compensation for the first seven days. The employee may turn this payment over to, or reimburse ***[member name]*** for the amount of compensation awarded to the employee for the first seven days of absence and (the Town) shall reinstate the employees' earned leave. Because workers' compensation benefits are not taxable, ***[member name]*** shall make a taxable adjustment on this pay.

Injured employees do not continue to accrue sick and annual leave while out of work due to a workers' compensation injury/illness.

Temporary and part-time employees who are not eligible for annual leave and employees who have no earned leave available will not receive pay for the first seven days missed from work unless the employees absence is greater than twenty-one days under the conditions described above.

Earned ***[annual/sick/consolidated]*** leave cannot be used concurrently with workers' compensation benefits.

Work related disability will be designated under the Family Medical Leave Act (FMLA) and will run concurrently with workers' compensation benefits, if the disability constitutes a "serious health condition".

While receiving workers' compensation benefits, any voluntary deductions are the responsibility of the employee.

Earned [*annual/sick/consolidated*] leave may be used for disability resulting from a denied workers' compensation claim and disability will be designated under FMLA, if the disability constitutes a "serious health condition".

Return to Work – Light / Modified Duty:

[Member name] shall make every effort to provide light/modified duty for employees with temporary restrictions resulting from a work-related disability. All light/modified assignments will be within the employee's medical capability and will adhere to the treating physician's recommendations. The light/modified assignment may or may not be in the same occupation, department, pay scale, hours, etc. as the employee was performing prior to the work-related injury or illness.

If an employee refuses a light/modified assignment that has been approved by their treating physician and is within their capabilities, his/her workers' compensation benefits will be jeopardized.

PERSONNEL POLICIES RECEIPT ACKNOWLEDGMENT

To be signed by the employee to indicate he/she will abide by the Personnel Policy Manual and understands its effect:

I understand it is my responsibility to read, familiarize myself with the policies, and understand the matters set forth in this Personnel Policy Manual.

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

I understand that no statement contained in this Manual creates any guarantee of continued employment or creates any obligation, contractual or otherwise, on the part of (the Entity Type).

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

[Signature]: _____

Name (printed): _____

Dated: _____

Budget and Personnel Meeting Minutes

November 10, 2009

Chairman Conklin called the meeting to order at 17:00

Present: Councilwoman Nancy Conklin, Chairman
Councilman James Frese
Councilman John Jester
Robert Ritter, Jr., Town Manger

Open Forum

No public input was received.

Agenda Adoption

Councilman Frese made a motion to adopt the agenda, a second to the motion was given by Councilman Jester, all approved.

Continue Review of Personnel Policy Handbook

Mr. Ritter advised the committee left off on 6.0

Breaks

Mr. Ritter advised that staff was addressed about breaks and that Mr. Van Dame had an issue with dispatchers and trolley drivers being able to take breaks due to the job nature.

Mr. Van Dame states that his people are not familiar with the Town Policy.

Councilman Jester advised to have standard wording that stated employees get two fifteen minute breaks as permitted.

Holidays

Mr. Ritter asked if the committee wanted to look into whether to limit holiday to eight hours. Committee stated to continue as current.

Leave

Councilman Jester recommended allowing employees to carry over annual time if extenuating circumstances, and allow the employee to choose pay or time off.

Lockers

Councilman Jester suggested that a policy be added on government property so that inspections can be made.

Leave Without Pay 6.0

Mr. Ritter advised this section was right out of Federal Law guidelines.

Mr. Ritter advised to consider a 6.7---Sick Leave Bank from our current manual. The committee agreed.

Employee Development 7.0

Councilman Jester and Councilman Frese recommended that it is worded to be job related. Inserted at 7 C.

Health and Safety 8.0

Workers Compensation 8.1

Councilman Frese looking for addendum listed

Occupational Safety and Health 8.2

Councilman Jester recommended having a safety panel to review accidents. Councilman Frese also suggested having the insurance carrier come to the work place with training.

Accident Reporting and Investigation 8.3

No Comments

Electronic Communications 9.0

Councilman Jester asked if there were passwords on file. Mr. Ritter advised they are. Councilwoman Conklin asked if monitoring is being done. Mr. Ritter says he was monitoring. Mr. Van Dame from the audience asked if there was a cell phone policy. Councilman Jester agreed there should be a policy. Councilman Frese added to make policy 9.3. Mr. Ritter questioned if there should be a land-line policy added.

Alcohol and Drug Free Workplace 10.0

Mr. Ritter states this policy straight from VML. Councilman Jester asked about current policy. Mr. Ritter says that all are tested at hire and then random testing. Mr. Frese wants current policy sent to committee to review. Mr. Jester questioned the policy for police officers. Mr. Ritter advised that there is currently no different policy. Councilman Jester stated that there is no "safe harbor" for police officers.

Political Activity 11.0

No changes

Smoking 12.0

Strike last sentence of paragraph recommended by Councilman Jester. Councilman Frese wants state law referenced before policy is changed.

Discipline and Grievances 13.0

Councilman Frese wants to know how this fits with current policy. Mr. Ritter states that we currently have a policy similar to this. Councilman Jester would like to see the policy before making changes.

Grievance Procedure Addendum 1

Councilman Jester would like the actual state code information that is referenced spelled out. Councilman Frese would like to send policy down to Town's attorney for review.

Mr. Ritter stated that there are numerous things that are not in the VML plan that are in our current plan. Councilman Jester would like the difference sent to committee members.

Mr. Frese recommends contacting VML about what other jurisdictions are experiencing with their plan updates.

Mr. Ritter states that the mayor would like committee to review insurances for retirees and add appropriate language.

Committee Member Comments

No committee member comments.

Adjournment

A motion was made by Councilman Frese; a second by Councilman Jester to adjourn. A unanimous vote to adjourn was received.

Meeting adjourned at 18:01