

Town of Abingdon, VA



Personnel Manual

Revised October 2021

Welcome to the Town of Abingdon!

We believe that every employee helps to make the Town of Abingdon successful. We hope that you will be proud to be a member of our team.

This Handbook describes many of our policies. It is designed to acquaint you with the Town of Abingdon and provide you with information about working conditions, employee benefits, and the specific policies affecting your employment. As an employee of the Town of Abingdon, you are responsible for reading, understanding, and complying with all provisions of this handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the Town to benefit its employees. The Handbook will answer many questions you may have about your employment at TOA. We suggest that you become familiar with the Handbook as soon as possible. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

Virginia is an "at will" employment state. Accordingly, your employment with the Town is voluntary, and there is no specified length of employment. Either you, as the employee, or the Town, as the employer, may terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable Federal or State laws. Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute a contractual obligation of any kind, such as a contract of employment between the Town and any of its employees.

Please consult the Director of Human Resources regarding any question not answered in this handbook. As the Town continues to grow, the need may arise and the Town reserves the right to revise, supplement, or rescind any policy or portion of the handbook from time to time as it deems appropriate, at its sole and absolute discretion. The only exception to any change is our employment-at-will policy permitting you or the Town to end our relationship at will, with or without cause, at any time, so long as there is no violation of applicable Federal or State laws. Any revised information may supersede, modify, or eliminate existing policies. This handbook is neither a contract of employment nor a legal document.

It is the policy of the Town of Abingdon that all of its employees shall comply with the letter of all federal and state laws and Town ordinances governing Town operations. Therefore, no employee is authorized to act or fail to act in a manner inconsistent with this policy. No employee is authorized to direct another employee to act, or fail to act in a manner inconsistent with this policy. Likewise, no employee is to act or fail to act in any manner which is inconsistent with this policy at the direction of another.

It is the responsibility and duty of each employee to promptly report known or suspected noncompliance with this policy to his/her immediate supervisor.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Introductory Statement

This employee handbook will give you important information about working for the Town of Abingdon. The policies in the Handbook explain many of the benefits of working here. The Handbook also explains what we expect of you and tells about many of our rules.

However, this employee Handbook cannot cover every situation or answer every question about policies and benefits at the Town of Abingdon. Also, sometimes we may need to change the Handbook. The Town of Abingdon has the right to add new policies, change policies, or cancel policies at any time. The only policy we will never change or cancel is our employment-at-will policy. The employment-at-will policy allows you or the Town of Abingdon to terminate your employment at any time for any reason. The employment-at-will policy is further described in the policy titled Nature of Employment. If we make changes to the Handbook, we will tell you about the changes.

All employees of the Town of Abingdon, those persons who work for the Town in return for financial compensation, except elected officials and independent contractors, are governed by this common set of employment policies. The Town Manager may make exceptions to these policies in special or unusual situations when, in his/her opinion, an exception would be in the best interest of the Town Policy. Exceptions are documented and maintained in the Human Resource Department.

The policies are intended to provide effective guidance and sufficient flexibility to allow independent judgment, while ensuring accountability to the public and consistent, equitable, decision-making. No member of the Town administration, other than the Town Manager, has the authority to modify any of the terms or provisions of these “Employment Policies and Procedures.”

Organizational Vision, Mission and Values

Town Council's vision for the community includes the organizational vision, “Working together, we will be a progressive community shaped by new ideas and solutions, a skilled and innovative workforce, and citizen leadership-all distinguished by responsible and traditional values, involvement, new technology and quality citizen services.” Inherent in Town Council’s vision, the mission of the employees of the Town of Abingdon is to deliver services to Town residents, workers and visitors in an efficient, effective and equitable manner and to build a stronger community.

The core values that guide the organization’s actions and decision-making are the following:

Respect – appreciating the mixture of similarities and differences in beliefs and behavior of employees and citizens.

Honesty – telling the truth, refraining from cheating and stealing and avoiding conflicts of interest.

Customer Focus – demonstrating a commitment to internal and external customer service.

Personal Responsibility – taking ownership and accepting the consequences of one’s actions.

Integrity – consistently applying these core values even when doing so is difficult or unpopular.

Ethics

The Town expects employees to hold themselves and their coworkers to the highest ethical standards. Employees are expected to act and make decisions based on public service principles and the organizational values to achieve positive results.

Public service principles include, and are not limited to:

- A. Build trust through honesty and transparency.
- B. Seek no personal gain.
- C. Treat everyone fairly.
- D. Build the community through good stewardship.

Keeping in mind that how results are achieved is as important as the results themselves, employees are expected to consider an ethical perspective and to seek advice and guidance whenever there is any doubt about whether actions or decisions are appropriate. Such advice and guidance is available from many sources including Supervisors, Department heads, the Human Resources Director, the Town Attorney and/or Town Manager.

Employment Relationship

The Town believes that all employees, regardless of role, position, status or salary, make a critical contribution in achieving the Town's mission. The Town is committed to providing a safe, non-discriminatory and alcohol and drug free workplace where employees can work in supportive relationships and interact responsibly with colleagues and citizens. Managers and employees are partners in ensuring that the residents of Abingdon receive appropriate services.

Employment at Will

Virginia is an "employment at will" state and employees of the Town of Abingdon do not have a contract of employment. Neither these policies, nor any other document constitutes an express or implied employment contract or any right to continued employment. These policies are not intended to and do not imply or create a vesting or a contract entitling Town employees to any specific benefits or policies of the Town. The contents of this manual and the Town of Abingdon's policies and procedures may be changed at any time.

Overall Administrative Responsibilities

The Director of Human Resources shall normally develop policy recommendations, and the procedures necessary for implementation of policy, and shall serve as a source of expertise on the intent and application of the Town's Employment Policies. In cases where several policies apply to the same situation, or where conflicts appear to exist, the Assistant Town Manager, Town Manager and/or Director of Human Resources are authorized to make a determination as to the intent and application of policy. The Assistant Town Manager and/or Town Manager has final authority for the approval and administration of employment policies and procedures.

Department Head Responsibilities

Department head and other designated management officials are held to higher responsibilities and leadership standards due to their respective departmental rankings. Accordingly, department head and other designated management officials shall perform the following specific personnel management functions, including but not limited to:

- A. Develop organizational structures and staffing levels based on service needs and resource availability.
- B. Establish and communicate work expectations, develop operating procedures, manage performance and maintain an effective work environment.
- C. Issue departmental rules and operating procedures necessary for the efficient and effective functioning of the department; however, such rules and operating procedures shall not conflict with any portion of the Employment Policies within this personnel manual and must be coordinated in advance with the Human Resource Department.
- D. Schedule activities within their departments including hours of work, rest and lunch periods, time to prepare for work and clean-up time.
- E. Select applicants for recommended employment and assign duties and responsibilities to employees within their management area.
- F. Recommend promotion, demotion, reassignment, discipline, termination and other personnel related recommendation for their departments.
- G. Make salary recommendations as outlined in the job descriptions and written performance evaluations.
- H. Identify training and development needs and provide for on-the-job training (OJT).
- I. Ensure that financial and procurement policies are followed appropriately, including making the best use of fiscal resources, consultants and approved contracts.
- J. Department heads must perform written annual performance evaluations of their Full Time/Salary employees on the hire date anniversary of each employee.

Employee Acknowledgement Form

The employee Handbook describes important information about the Town of Abingdon. I understand that I should consult the Director of Human Resources if I have any questions that are not answered in the Handbook.

I became an employee with the Town of Abingdon voluntarily. I understand and acknowledge that there is no specified length to my employment with the Town of Abingdon and that my employment is at will. I understand and acknowledge that "at will" means that I may terminate my employment at any time, with or without cause or advance notice. I also understand and acknowledge that "at will" means that the Town of Abingdon may terminate my employment at any time, with or without cause or advance notice, as long as they do not violate federal or state laws.

I understand and acknowledge that there may be changes to the information, policies, and benefits in the Handbook. The only exception is that TOA will not change or cancel its employment-at-will policy. I understand that the Town of Abingdon may add new policies to the Handbook as well as replace, change, or cancel existing policies. I understand that I will be told about any Handbook changes and I understand that Handbook changes can only be authorized by the Town Manager and/or Assistant Town Manager of the Town of Abingdon.

I understand and acknowledge that this Handbook is not a contract of employment or a legal document. I have received the Handbook and I understand that it is my responsibility to read and follow the policies contained in this Handbook and any changes made to it.

EMPLOYEE'S NAME (printed): _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____

* This personnel policy is available on the Town of Abingdon web site at: [www.abingdon-va.gov/Departments/Human Resources and Safety/](http://www.abingdon-va.gov/Departments/Human%20Resources%20and%20Safety/) Town of Abingdon Personnel Handbook

Customer Relations

Our customers are the citizens of the Town of Abingdon and are very important to us. Every employee represents the Town of Abingdon to customers and the public. Our customers judge all of us by how we treat them. One of the highest priorities for the Town of Abingdon is to help any customer or potential customer. Nothing is more important than being courteous, friendly, prompt, and helpful to our customers.

Your contacts with the public, your telephone manners, and any communications you send to customers reflect not just on you but also on the professionalism of the Town of Abingdon. If at any time you feel you cannot address an issue with our customers, please contact your direct supervisor.

101 Nature of Employment

You became an employee with the Town of Abingdon voluntarily and your employment is at will. "At will" means that you are free to resign at any time, with or without cause. Likewise, "at will" means that Town of Abingdon may terminate your employment at any time, with or without cause or advance notice, as long as we do not violate any applicable federal or state law.

The policies in this Handbook are not intended to create a contract. The policies should not be construed to constitute contractual obligations of any kind or a contract of employment between the Town of Abingdon and any employee. The provisions in the Handbook have been developed at the discretion of management and, except for the policy of employment-at-will, may be amended or canceled at any time, at the sole discretion of the Town of Abingdon.

These provisions replace all other existing policies and practices and may not be changed or added to without the express written approval of the Town Manager or Assistant Town Manager of the Town of Abingdon.

101.1 FOIA (Freedom of Information Requests)

As a Town employee, you may be approached in person, by phone or in writing by citizens or Town Council Members about providing Town specific information. As an employee, it is your responsibility to forward any request(s) for Town information to the Town's FOIA official, at FOIA@abingdon-va.gov.

**The Virginia Freedom of Information Act (FOIA), located § 2.2-3700 et seq. of the Code of Virginia, guarantees citizens of the Commonwealth and representatives of the media access to public records held by public bodies, public officials, and public employees.*

A public record is any writing or recording — regardless of whether it is a paper record, an electronic file, an audio or video recording, or any other format — that is prepared or owned

by,

or in the possession of a public body or its officers, employees or agents in the transaction of public business. All public records are presumed to be open, and may only be withheld if a specific, statutory exemption applies.

103 Equal Employment Opportunity

To give equal employment and advancement opportunities to all people, we make employment decisions at the Town of Abingdon based on each person's performance, qualifications, and abilities. The Town of Abingdon does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

We will make reasonable accommodations for qualified individuals with known disabilities unless making the reasonable accommodation would result in an undue hardship to the Town of Abingdon.

Our Equal Employment Opportunity policy covers all employment practices, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

If you have a question about any type of discrimination at work, talk with your immediate supervisor or the Director of Human Resources. You will not be punished for asking questions about this. Also, if we find out that anyone was illegally discriminating, that person will be subject to disciplinary action, up to and including termination of employment.

104 Business Ethics and Conduct

We expect the Town of Abingdon employees to be ethical in their conduct. It affects our reputation and success. The Town of Abingdon requires employees to carefully follow all laws and regulations, and have the highest standards of conduct and personal integrity.

Our continued success depends on our citizens' trust. Employees owe a duty to the Town of Abingdon and our citizens to act in ways that will earn the continued trust and confidence of the public.

As an organization, the Town of Abingdon will comply with all applicable laws and regulations. We expect all directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to not do anything that is illegal, dishonest, or unethical.

If you use good judgment and follow high ethical principles, you will make the right decisions. However, if you are not sure if an action is ethical or proper, you should discuss the matter openly with your supervisor. If necessary, you may also contact the Director of Human Resources for advice and consultation.

It is the responsibility of every Town of Abingdon employee to comply with our policy of business ethics and conduct. Employees who ignore or do not comply with this standard of business ethics and conduct may be subject to disciplinary action, up to and including possible termination of employment.

105 Employment/Hiring Conflicts

The Town of Abingdon has guidelines to avoid real or potential conflicts of interest. It is your duty as an employee of the Town of Abingdon to follow the following guidelines about conflicts of interest. If this is not clear to you or if you have questions about conflicts of interest, contact the Director of Human Resources.

What is a conflict of interest? An actual or potential conflict of interest is when you are in a position to influence a decision or have business dealings on behalf of the Town of Abingdon that might result in a personal gain for you or for one of your relatives.

The Town Council discourages nepotism for Full Time employment unless the applicant is the most qualified and is confirmed by the Town Council. (Part-Time/Seasonal employment does not apply)

When relatives or persons involved in a dating relationship work in the same area of an organization, it may cause problems at work. In addition to claims of favoritism and morale issues, personal conflicts from outside can sometimes carry over to work.

For this policy, we define a relative as: **spouse, parent, child, brother, sister, aunt, uncle, niece, nephew, first cousin, brother/sister in-law, mother/father in-law, step-parent, step-sibling, step-children, grandparent and/or grandchildren.** We define a dating relationship as a relationship that might reasonably be expected to lead to a consensual "romantic" or sexual relationship. This policy applies to all employees regardless of their gender or sexual orientation.

Our policy is that an employee may not directly work for a relative or supervise a relative. We also do not allow a person in a dating relationship to work for the other person in that relationship or to supervise the other person. The Town of Abingdon also reserves the right to take quick action if an actual or potential conflict of interest arises involving relatives or persons involved in a dating relationship within the same department. If (2) two persons in the same department become involved in a personal relationship, the supervisor or department head will advise the parties in the relationship that the relationship is under review by the Director of Human Resources, Assistant Town Manager and/or Town Manager and one party may be removed from the department due to the nature of the relationship.

If two employees become relatives, or start a dating relationship and one of them supervises the other, the one who is the supervisor is required to tell management about the relationship. We will then ask the two employees to decide which one of them is to be transferred to another available position. If they do not make that decision within 30 calendar days, the Town of Abingdon will decide which one will be transferred or, if necessary, terminated from employment.

There may also be situations when there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct reporting relationship or authority involved. In that case, we may separate the employees by reassignment or termination of

employment. If you are in a close personal relationship with another employee, we ask that you avoid displays of affection or excessive personal conversation at work.

In the event that a relative is deemed to possess qualifications, experience and expertise superior to other applicants within the full candidate pool for that position, the Town Manager shall advise the Council of same and shall obtain Council's confirmation of the hiring of the relative prior to making any official offer of employment.

107 Immigration Law Compliance

The Town of Abingdon is committed to employing only people who are United States citizens or who are aliens legally authorized to work in the United States. We do not illegally discriminate because of a person's citizenship or national origin.

Because we comply with the Immigration Reform and Control Act of 1986, every new employee with the Town of Abingdon is required to complete the Employment Eligibility Verification Form I-9 and show documents that prove identity and employment eligibility.

If you leave the Town of Abingdon and are rehired, you must complete another Form I-9 if the previous I-9 with the Town of Abingdon is more than three years old, or if the original I-9 is not accurate anymore, or if we no longer have the original I-9.

If you have questions or want information on the immigration laws, contact the Director of Human Resources.

108 Conflicts of Interest

108.1 Conflict of Interests Regarding Contracts

We do not automatically assume that there is a conflict of interest if you have a relationship with another company. However, if you have any influence on transactions involving purchases, contracts, or leases, you must tell the Town Manager and/or the Assistant Town Manager of the Town of Abingdon as soon as possible. By telling us that there is the possibility of an actual or potential conflict of interest, we can set up safeguards to protect everyone involved.

108.2 Conflict of Interest Regarding Personal Gain

The possibility for personal gain is not limited to situations where you or your relative has a significant ownership in a firm with which the Town of Abingdon does business. Personal gains can also result from situations where you or your relative receives a kickback, bribe, substantial gift, or special consideration as a result of a transaction or business dealing involving the Town of Abingdon.

114 Americans with Disabilities

The Town of Abingdon will engage in the interactive process (a timely and meaningful exchange conducted with the employee in good faith) for individuals with disabilities as defined in the Americans with Disabilities Act to assure that all candidates and employees enjoy equal employment opportunities and access to benefits. Employees who require an accommodation in their work or work environment due to a condition which qualifies under the ADA should contact Human Resources. In situations where the Town of Abingdon has reasonable knowledge that accommodation must be considered, they will engage the process without an employee's request to do so. Accommodations necessitated as the result of a situation qualified under ADA will be addressed through the defined process as well. The matter will be handled with the utmost confidentiality and the Town of Abingdon will make any reasonable accommodations that do not create an undue hardship as defined by regulatory guidelines.

“Reasonable accommodation” under this policy means a reasonable modification or adjustment to the job application process or to the work environment or to the manner or circumstances under which the position desired or held is customarily performed that enables the applicant or employee to be considered for the position applied for or to perform the essential functions of that position. Reasonable accommodations depend on the circumstances of the applicant's, employee's, and employer's situation.

No individual will suffer any form of retaliation as a result of requesting, requiring, or utilizing a reasonable accommodation under this policy.

201 Employment Categories

It is important that you understand the definitions of the employment classifications at the Town of Abingdon and know your classification. Your employment classification helps determine your employment status and eligibility for Town benefits. If you have questions or are not sure what your employment classification is, see your supervisor or the Director of Human Resources.

These employment classifications do not guarantee employment with the Town of Abingdon for any specific period of time. You became an employee at the Town of Abingdon voluntarily and your employment is at will. "At will" means that you may terminate your employment at any time, with or without cause or advance notice. Likewise, "at will" means that the Town of Abingdon may terminate your employment at any time, with or without cause or advance notice, as long as we do not violate federal or state laws.

Depending on your job, you are either NONEXEMPT or EXEMPT from federal and state wage and hour laws. If you are a NONEXEMPT employee, you are entitled to overtime pay under the specific provisions of federal and state laws. If you are an EXEMPT employee, you are excluded from specific provisions of federal and state wage and hour laws. Your EXEMPT or NONEXEMPT classification may be changed only with written notification from the Town of Abingdon management.

In addition being a Nonexempt or Exempt employee, you also belong to one of the following employment categories:

You are a REGULAR FULL-TIME employee if you are not assigned to a temporary or probationary status AND you are regularly scheduled to work the Town of Abingdon full-time schedule. REGULAR FULL-TIME employees are employees who are not in a temporary or probationary status AND who are regularly scheduled to work the full-time schedule at the Town of Abingdon. In most cases, regular full-time employees are eligible for all Town of Abingdon benefit programs, subject to the terms, conditions, and limitations of each benefit program.

You are a PART-TIME employee if you are not in a temporary or probationary status AND you are regularly scheduled to work less than 28 hours per week or 1500 hours annually. Part-time employees receive all legally mandated benefits, such as Social Security and workers' compensation insurance. Part-time employees are not eligible for the other Town of Abingdon benefit programs.

202 Access to Personnel Files

The Town of Abingdon keeps personnel files on all employees. The personnel files include the job applications and related hiring documents, training records, performance documentation, salary history, and other employment records.

Personnel files are the property of the Town of Abingdon. Because personnel files contain confidential information, the only people who can see them are people with a legitimate business reason.

If you wish to review your own file, contact the Director of Human Resources. You will need to give advance notice if you wish to see your file. You may review your file only when a representative of the Town of Abingdon is also present.

203 Pre-Employment Verifications

To ensure that individuals who join the Town of Abingdon are well qualified and have a strong potential to be productive and successful, it is the policy of the Town of Abingdon to check the employment references of all applicants.

The Director of Human Resources will respond to all reference check inquiries from other employers. Responses to such inquiries will confirm only dates of employment, wage rates, and positions held.

203-1 Pre-Employment Background Check

The Town of Abingdon will perform a thorough pre-employment background check on all persons who have been offered employment with the Town of Abingdon. Failure to disclose pertinent information regarding convictions, arrests, traffic violations, etc that you have been involved with will result in automatic disqualification of employment with the Town of Abingdon. The pre-employment background check will include, but is not limited to, court documents, personal/professional references, and social media accounts.

203-2 Pre-Employment Drug Screen

The Town of Abingdon will perform pre-employment drug screening administered by a third party company. Failure to pass the drug screen due to illegal substances will result in automatic disqualification of employment with the Town of Abingdon. If a prescription medication is detected from the drug screen, the candidate will have 24 hours to produce the valid prescription for said medication.

Should a drug test result in "dilute" then the Town of Abingdon has the discretion to order a second test promptly following the initial test. In the event that two consecutive drug test results indicate "dilute" it will be considered a positive result and the applicant will no longer be considered for employment.

*If an applicant tests positive, the applicant is no longer considered for employment. However, the applicant may reapply for any open positions with the Town of Abingdon after a twelve month waiting period.

204 Personnel Data Changes

It is important that the Town of Abingdon have certain personal information about you in our records. You need to tell us as soon as there is a change to your mailing address, telephone numbers, marital status, dependents' information, educational accomplishments, and other possibly related information. We also need to have information about who to contact in case of an emergency. If you need to change your personal information or if you have questions about what information is required, contact the Director of Human Resources.

205 Probationary Period

The Town of Abingdon has a probationary period for new employees. During the probationary period, we will evaluate your work habits and abilities to make sure that you can perform your job satisfactorily.

Since your employment with the Town of Abingdon is voluntary and at will, you may terminate your employment at any time during or after the probationary period, with or without cause or advance notice. Likewise, the Town of Abingdon also may terminate your employment at any time during or after the probationary period, with or without cause or advance notice.

The probationary period for all new and rehired employees is the first 90 calendar days after their hire date.

When employees satisfactorily complete the probationary period, they are assigned to the "regular" employment classification.

208 Employment Applications

We rely on the accuracy of the information you put on your employment application. We also expect that you and your references give accurate and true information during the hiring process and employment. If we find that any information is misleading, false, or was left out on purpose, we may reject an applicant from further consideration. If the person was already hired, it could result in termination of employment.

209 Performance Evaluation

We encourage you and your supervisor to discuss job performance and goals on an informal, day-to-day basis. A formal written performance evaluation will be done at the end of the probationary period after you are first hired with the Town of Abingdon. In addition, you and your supervisor will have formal performance evaluations to discuss your work and goals, to identify and correct weaknesses, and to encourage and recognize your strengths.

Performance evaluations will be done every 12 months around the time of the anniversary of your original hire date and completed by the Department Head or Direct Supervisor of the employee.

The evaluation form that is used for the Town of Abingdon is located on the next page.

210 Job Descriptions

We strive to have official job descriptions for all jobs with the Town of Abingdon. A job description includes the following sections: job information; job summary (gives a general overview of the job's purpose); essential duties and responsibilities; supervisory responsibilities; qualifications (includes education and/or experience, language skills, mathematical skills, reasoning ability, and any certification required); physical demands; and work environment.

We use the job descriptions to help new employees understand their jobs and their responsibilities. We also use job descriptions to identify the requirements of a job, set up the hiring criteria, set standards for employee performance evaluations, and establish a basis for making reasonable accommodations for individuals with disabilities.

The Director of Human Resources and the department head prepare a job description when a new job is created. We review existing job descriptions and change them when a job changes. You can help by making sure that your job description is accurate and describes your job duties.

Your job description does not necessarily cover every task or duty that you might be assigned. You may be assigned additional responsibilities as necessary. If you have questions or concerns about your job description, contact your direct supervisor or the Director of Human Resources.

*Job descriptions are on file in the Department of Human Resources.

301 Employee Benefits

The Town of Abingdon gives full-time/salary employees many benefits. Some benefits are required by law and cover all employees. The legally required benefits include Social Security, workers' compensation, state disability, and unemployment insurance.

There are several factors that decide if you are eligible for a benefit. One important factor is your employment classification. See your supervisor or Director of Human Resources to find out which benefit programs you are eligible for.

This employee Handbook contains policies describing many of the benefit programs. Sometimes a policy will tell you that there is more information in another place such as the Summary Plan Document. The following benefit programs are available to full-time/salary employees:

- * Bereavement Leave
- * Credit Union
- * Deferred Compensation Plan
- * Dental Insurance
- * Drug or Alcohol Rehabilitation Program
- * Employee Assistance Program
- * Employee Health Program
- * Family Medical Leave (FMLA)
- * Health Insurance
- * Holidays
- * Jury Duty Leave
- * Life Insurance
- * Military Leave
- * Pension Plan (VRS, ICMA-RC)
- * Short-Term Disability
- * Sick Leave
- * Optional Life Insurance
- * Take home vehicles (Where applicable)
- * Travel Allowances (Where applicable)
- * Vacation
- * Vision Care Insurance
- * Wellness Program

You may have to pay part or all of the cost for some benefits but the Town of Abingdon fully pays for many of them. When you think about your total pay with the Town of Abingdon, be sure to also count how much we pay toward your benefits. The benefits offered by the Town of Abingdon are described more in depth in the following pages.

I. Right to Make Changes

From time to time, conditions or circumstances may require that the Town make changes, additions, or deletions to its benefits program for both active employees and retirees, as the Town determines

are appropriate. This policy does not grant employees or retirees vested benefits. In other words, employees and retirees are not guaranteed current or future benefits, unless required by federal or state law.

II. Medical and Dental Coverage

A. Eligibility: Group medical and dental coverage is currently available for all full time employees and their eligible dependents. Enrollment takes place at new hire on-boarding and coverage will begin the 1st day of the month following the date of full-time hire and thereafter during Open Enrollment periods. Employees may make changes in their coverage during open enrollment periods and when a life qualifying event occurs that allows changes such as marriage, divorce and birth or adoption of a child.

B. Cost of Coverage: The Town currently pays the full cost for the employee's coverage (single coverage). Employees who elect to cover their eligible dependents are responsible for a portion of the cost of the dependents' coverage. Payment for dependent coverage must be made through payroll deductions and is automatically processed on a pre-tax basis.

III. Group Life Insurance

A. All full time employees are eligible for the Town's basic group life insurance plan. The life insurance plan is administered by the Virginia Retirement System (VRS) and underwritten by a provider selected by VRS.

B. Coverage for death due to natural causes is two times the annual base salary, rounded up to the nearest thousand dollars. The accidental death benefit is four times the annual salary. The Town currently pays 100% of the cost for the basic group life insurance plan.

IV. Optional Group Life Insurance

A. All full-time employees are eligible to purchase optional group term life insurance for themselves, their spouse and their children.

B. The employee is responsible for 100% of the cost of the optional life insurance.

C. Employees may purchase coverage in amounts of 1, 2, 3, or 4 times their annual salary.

The amount of coverage available to spouses and children depends upon the amount of coverage selected by the employee.

V. Retirement

A. All full-time employees are enrolled in the Virginia Retirement System (VRS) based upon the date of hire. An employee hired after the first of the month begins coverage the first of the following month.

B. VRS is a state retirement system and all rules and regulations regarding contributions and retirement benefits are made by the State legislature. The Town, as a member employer, must comply with all regulations as set forth by the legislature.

C. An employee may request a refund from VRS, or a portion of retirement contributions, upon termination from employment in accordance with VRS regulations.

D. Retirement benefits are based on three factors: years of service; the plan an employee is enrolled in (Plan I, Plan II or Hybrid); and the age at the time of retirement. Details concerning the Virginia Retirement System are covered in the Handbook for VRS Members, available at www.varetire.org.

E. The Town reserves the right to participate in another retirement system should it deem appropriate.

F. All employees should be aware that it takes VRS three (3) months to process a retirement application. Therefore, when considering retirement, all employees are encouraged to schedule an appointment with the Director of Human Resources (90) days prior to the proposed date of retirement. There are several forms, tax considerations, payroll and other issues that must be resolved before an employee can retire. For example, many employees depending on their age file for social security as well. Each employee considering retirement must consider continuing health insurance, life insurance, and also how they will handle tax withholding on their retirement income. Another consideration is annual and sick leave balances, if any. Please schedule an appointment with the Director of Human Resources to develop a plan.

To get an estimate of your retirement benefits an employee can fill out VRS-form 60 and mail it to VRS or call 1-888-827-3847. Forms can be found at www.varetire.org

It is also important to inform your Supervisor as soon as possible once you have decided to retire. Retirement is considered a voluntary action similar to a resignation. Department heads will need time to plan and schedule the work as the employee transitions from employment to retirement.

VI. Deferred Compensation

A. The Deferred Compensation Program is an individual income investment plan authorized by Section 457 of the Internal Revenue Code, which can be used as a supplement to retirement plans and Social Security B. Eligibility:

1. Employees holding full-time positions are eligible to participate in the Deferred Compensation Program effective with the date of hire.
4. Employees eligible for a distribution from International Town/County Management Association (ICMA-RC) due to their age and retirement status are not eligible to contribute to the deferred compensation program as an active employee.

C. As a part of an overall benefits program, the Human Resource Department coordinates the Deferred Compensation Program. The Program is directly administered by the International Town/County Management Association Retirement Corporation (ICMA-RC), which is specifically organized to promote

voluntary retirement plans for local government employees. Participant contributions are deducted on a pre-tax basis. Program participants have numerous investment choices from which to choose. All contributions remain with ICMA-RC until the funds are withdrawn in accordance with ICMA- RC guidelines upon separation from employment, retirement or death. D. Program Guidelines:

1. Individual voluntary contributions to the employee's Deferred Compensation account shall be made by the employee through payroll deductions. Contributions must be at least \$5.00 per pay period and may not exceed the maximum allowed by law.
2. Initial enrollment and changes in deductions shall be submitted to the Human Resource Department. A signed authorization form is required prior to actual deductions or changes.
3. ICMA-RC Responsibilities:
 - a. The ICMA-RC will assign an account manager to the Town of Abingdon who shall be accessible and periodically meet with employees.
 - b. ICMA-RC will provide general information and individual account information directly to employees.

The Director of Human Resources coordinates with the ICMA-RC account manager and provides routine information to participants about Deferred Compensation.

Leave concurrent with Workers' Compensation.

303 Vacation Time

The Town of Abingdon offers paid vacation time to full-time employees. Eligible employees will accrue vacation time after the 15th of each month for the current month of employment. If a full-time employee is hired prior to the 15th of the month, the employee will receive the monthly vacation time accrual. However, if an employee separates from employment prior to the 15th of the month, the employee will **NOT** accrue vacation time for that month.

Vacation time will accrue upon commencement of full-time employment and are calculated on the basis of a "benefit year". A "benefit year" is the 12-month period that begins with the employee's date of hire and subsequent anniversaries.

The amount of paid vacation time received depends on the employee's length of service as an eligible employee. Below is the schedule for vacation time accrual and maximum limits:

Length of Service	Monthly Accrual	Maximum Accrual
0-2 Years (0-23 Months)	8 Hours	192 Hours
After 2 Years	10 Hours	240 Hours
After 10 Years	12 Hours	288 Hours
After 15 Years	14 Hours	336 Hours
After 20 Years	16 Hours	384 Hours

Once an employee enters full-time status, the employee begins to earn paid vacation time according to the schedule in this policy. **Employees cannot request to use vacation time before it is earned.** Earned vacation time is added to the employee's balance on the last payday of the month. The Town's payday occurs bi-weekly on Fridays.

Employees may not take vacation time in less than one-hour increments. To schedule vacation time, employees should first ask for advance approval from their supervisor. Each request will be reviewed based on a number of factors, including operational needs.

Employees will be paid for vacation time at their base pay rate of pay at the time of the vacation. Vacation pay does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

We encourage employees to use available paid vacation time for rest and relaxation. Budget permitting, an employee may receive compensation for unused vacation time up to 40 hours at the conclusion of the benefit year at the rate of pay at which the leave was earned. The request will be made to the Department Head and approved by the Town Manager.

Separation of Employment: Upon separation of employment, an employee will be paid for any unused vacation leave that has been earned through your last day of work. Upon separation of employment, a full-time employee (or the employee's estate in case of the employee's death) will receive a payment of 100% of accrued vacation leave. Accrual of vacation leave is discontinued upon separation of employment. If an employee is laid off and subsequently re-hired within 12 months, the employee's years of eligible service for the purpose of vacation leave accrual will continue from the date of separation.

304 Sick Time

The Town of Abingdon provides paid sick time to full-time employees who are temporarily absent due to illness or injury. Eligible employees will accrue sick time after the 15th of each month for the current month of employment. If a full-time employee is hired prior to the 15th of the month, the employee will receive the monthly sick time accrual. However, if a full-time employee separates from employment prior to the 15th of the month, the employee will **NOT** accrue sick time for that month.

Sick leave benefits will accrue upon commencement of employment and are calculated on the basis of a "benefit year". A "benefit year" is the 12-month period that begins with the employee's date of hire and subsequent anniversaries.

Each full-time employee will accrue sick time at the rate of 8 hours per month (after the 15th), which may total 96 hours of sick time annually.

Once an employee enters full-time status, the employee begins to earn paid sick time. **Employees cannot request to use sick time before it is earned.** Earned sick time is added to the employee's balance on the last payday of the month. The Town's payday occurs bi-weekly on Fridays.

Employees may not take sick time in less than one-hour increments. Employees may use sick time for absences related to their own illness or injury or for the illness or injury of a family member covered under the Family and Medical Leave Act (spouse, parent, or child under 18 in most cases).

An employee who cannot report to work because of an illness or injury should notify his/her supervisor before the scheduled start of the workday, if possible. The employee's supervisor must also be contacted on each additional day of absence.

If an employee is absent for three (3) or more consecutive days due to illness or injury, he/she must provide the Town with an authentic/certified doctor's statement that states the illness or injury, when it began, and the date when the employee is eligible to return to work. The Town may also request a similar statement for other sick leave absences of less than three (3) days. Failure to provide an authentic/certified doctor's statement may lead to disciplinary action up to and including termination.

Paid sick time will be calculated based on the employee's base pay rate at the time of the absence. Sick time benefits do not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Unused sick time will be allowed to accumulate until an eligible employee has accrued 1,000 hours of sick time (*exception: grandfathered employees). If unused sick time reaches this maximum, the employee will temporarily stop accruing sick time. When the employee starts using sick time again and the total accrued sick time falls below 1,000 hours, the employee will start accruing sick time again. Sick time benefits are meant to provide income protection in the case of illness or injury. They may not be used for any other absence.

***Grandfathered Employees:** A grandfathered employee is an employee who has accrued 1,000 or more sick hours as of December 31, 2015. These employees will not lose any sick time, but will not accrue additional sick time unless they fall below the 1,000-hour maximum.

Effect of Reassignment: Promotion, demotion, transfers or reassignment does not affect the amount of accumulated sick time.

Sick Time Controls: If sick time is taken on a scheduled workday immediately preceding or immediately following the weekend, a holiday, or vacation time, it must be accompanied by documentation of a medical appointment or statement from a health care provider certifying the nature of the employee's illness, and that it was a necessity for the employee to be absent from work. In the case of departments that have scheduled workdays on weekends or holidays, those days also apply. This requirement only applies to the second incident of this occurrence within a four (4) month period.

Sick Leave Abuse: The Town may request medical documentation from employees who have demonstrated a pattern of sick time abuse. A pattern of sick time abuse may be determined by the following:

- Use of sick time on a scheduled weekend or holiday;
- Use of sick time preceding or following a regularly scheduled day off, vacation time, holiday, or other approved time off;
- Use of sick time after being denied time off (e.g. vacation time);
- Use of sick time that occurs on a particular day of the week or the same time of year;
- Use of sick time that consistently occurs once accruals are earned;
- Use of sick time in a year that exceeds the employee's annual accrual;
- Use of sick time to avoid an assignment, or a random or mandatory drug test;
- Use of sick time immediately after discipline for a performance-related matter;
- Failure to produce requested medical documentation;
- Other patterns of use that appear to be an inappropriate use of sick time.

As appropriate, an investigation or inquiry into the use of sick time will be initiated, which may include a discussion with the employee. After the investigation, if it has been determined the employee is abusing sick leave benefits, he/she will be subject to disciplinary action, up to and including termination.

Separation of Employment: Upon separation of employment from the Town, except in instances of termination for cause, the employee (or the employee's estate in the case of the employee's death) shall be paid at a rate of 25% of the value of accrued sick time based upon the balance (up to 1,000 hours*) at the time of separation. Accrual of sick time is discontinued upon separation of employment.

305 Holidays

The Town of Abingdon gives time off to all employees on the following holidays:

- * New Year's Day (January 1)
- * Martin Luther King, Jr. Day (third Monday in January)
- * Presidents' Day (third Monday in February)
- * Good Friday
- * Memorial Day (last Monday in May)
- * Juneteenth (June 19)
- * Independence Day (July 4)
- * Labor Day (first Monday in September)
- * Columbus Day (second Monday in October)
- * Veterans' Day (November 11)
- * Thanksgiving (fourth Thursday in November)
- * Day after Thanksgiving
- * Christmas Eve (December 24)
- * Christmas (December 25)

Eligible employees will be paid for holiday time off. If you are eligible, your holiday pay will be calculated at your straight-time pay rate as of that holiday multiplied by the number of hours you would normally have worked that day.

Employees in the following employment classifications are eligible for holiday time off with pay immediately: **Full Time Hourly and Salary Employees.**

If you are eligible for paid holidays, you must also work both the last scheduled work day immediately before the holiday and the first scheduled day immediately after the holiday (unless prior approval has been obtained from your supervisor).

If a recognized holiday falls on a Saturday, the Town of Abingdon will observe it on the Friday before the holiday. If a recognized holiday falls on a Sunday, the Town of Abingdon will observe it on the Monday after the holiday.

If you are eligible for paid holidays and on the holiday you are on a paid absence, such as vacation or sick leave, you will get holiday pay instead of the paid time off pay you would have received.

If eligible nonexempt employees work on a recognized holiday, they will receive holiday pay plus their wages at their straight-time rate for the hours they worked (up to 8 hours) on the holiday.

Holidays are counted as paid time in regards to calculating overtime.

306 Workers' Compensation Insurance

VACorp 888-822-6772

I. Injuries Covered Under the Act

- a. An injury by accident that arises out of and in the course and scope of employment.
- b. An occupational disease that is caused by the work with the exception of diseases of the back, neck or spinal column

II. Terminology

a. Waiting Period (WP):

- i. The first seven (7) days of the reported disability
- ii. If an employee is injured on the job, and is out of work seven (7) days or less, the Town will pay the regularly scheduled hourly wages during this period of the reported worker's comp injury/illness
- iii. If the employee is disabled eight (8) to twenty-one (21) days, the Worker's Compensation Insurance carrier takes over payment of the employees' wages
- iv. If the employee is disabled more than twenty-one (21) days, the Worker's Compensation Insurance carrier will continue payment to the employee and also review the first seven (7) days of the wages paid to ensure the employee is made whole
- v. The twenty-one (21) days do not need to be consecutive.

- b. Average-Weekly-Wage (AWW):** The employee's average-weekly- wage, including overtime, for the 52 weeks preceding the injury. Please note: these are gross earnings before any deductions are made for taxes or Social Security. If an injured employee has worked less than 12 months, earnings for the time worked should be used. If an injured employee has worked less than 60 days, the earning of a similar employee may be used.

- c. Compensation Rate (CR):** Two-thirds of the AWW, subject to a maximum and a minimum (amounts change July 1 every year) this is the actual amount the employee will receive.

- d. Virginia Workers' Compensation Commission: Administers the workers' comp system for the state of Virginia.

III. Types of Benefits

- a. **Medical Benefits:** Reasonable; necessary and authorized medical expenses, which are causally related to the industrial accident, are covered for lifetime, as long as a medical award has been entered. If an award is not in place, a 2-year statute of limitations applies.
- b. **Temporary Total Disability (TTD):** Paid at the compensation rate while an employee remains unable to work in any capacity. These benefits are only payable if the treating/panel physician authorized the disability.
- c. **Temporary Partial Disability (TPD):** Paid when an employee returns to work at modified-duty and is paid fewer wages than prior to the accident. It is calculated at 2/3 of the difference between pre-injury average-weekly-wage and current
- d. **Permanent Partial Disability (PPD):** Payable for permanent loss of use of a scheduled body part. No benefits for the back, neck, or body as a whole in the state of Virginia.
- e. **Permanent Total Disability (PTD):** Lifetime wage benefits paid at weekly compensation rate if an employee has significant enough loss of two or more ratable members, in the same accident, rendering the employee unable to utilize those members to a meaningful degree in gainful employment, or is totally paralyzed or disabled from a severe brain injury.
- f. **Death Benefits:** Payable to a surviving spouse, children under 18 (or 23 if enrolled in college) or parent in need. Can include \$1,000 in transportation costs and funeral expenses up to \$10,000.
- g. **Cost of Living Adjustment (COLA):** Adjustments are applicable on awards for TTD, PTD, or death benefits. The employee/dependent must request an adjustment and provide evidence of his/her social security benefits.

*The maximum amount of the total of these benefits (excluding PTD and medical benefits) is 500 weeks of compensation.

IV. Time Limitations

- a. **Filing a claim:** An employee has 2 years from the date of accident to file a claim with the Virginia Worker's Compensation Commission for lost wages and/or medical benefits
- b. **Medical Benefits:** For injuries/accidents that involve either medical treatment only or wage, loss that does not exceed the seven-day waiting period, the injured worker is not automatically entitled to lifetime medical benefits. The employee has 2 years from the accident date to request these benefits.
- c. **Change in condition:** A change of condition can be considered a change in physical condition of the injured employee or a change in conditions under which compensation was previously awarded, suspended or terminated. An employee has 2 years from the date compensation was last paid to file for a change in condition.
- d. **Permanent Partial Disability:** An employee has 3 years from the last date; compensation is paid under an Award to make a claim for permanent partial benefits. This benefit is not for wage loss but rather for loss of use of a scheduled member.
- e. **Occupational Disease:** The employee must file a claim with the Virginia Workers' Compensation Commission within 2 years after the diagnosis of a disease is first communicated (by a physician) to the employee or within 5 years from the last exposure to the disease, whichever comes first. Other limitation periods may apply depending upon the nature of the disease.

*If an employee does not meet the time limitations above, they could be barred from benefits under VA Workers' Compensation Act.

COMPANY NURSE® INJURY REPORTING

NOTE: *If life- or limb-threatening injury only, call 911!! Then report the injury / incident after the employee is stabilized.*

Step 1

MAKE THE CALL BEFORE SEEKING TREATMENT

- Notify supervisor of the injury/incident

- In a quiet place, employee and/or supervisor call Company Nurse at:
888-770-0925
- You will be asked to provide the following information during the call:
 1. Search Code (located on posters – helpful but not required for call)
 2. Employer name and/or worksite
 3. Employee personal information
 4. Injury details: Who? What? When? Where?
- Possible Outcomes as a result of the Call:
 - Self-care or basic first aid, OR offer of panel of physicians from which employee may choose one for treatment.
- **IMPORTANT!**
 - *Translators are available for more than 170 different languages*
 - *Be prepared to write down a Call Confirmation Number*

Step 2

REPORT DISTRIBUTION AFTER THE CALL

- Report of Injury is emailed or faxed to key stakeholders at the employer
- If injured employee is referred for medical treatment, an Alert will be sent immediately to the medical provider to expect the employee at their facility

Step 3

FOLLOW-UP CALL

- Additional Nurse Advice: Employees, who were triaged by a nurse but not initially referred, are welcome to call our nurses again if injuries become worse or new symptoms develop for which they may require additional nurse advice or injury triage services and a possible referral for medical treatment.

NOTE: If the employee does not use a physician from the Town’s panel, the employee is financially responsible for any incurred medical expenses.

- Employer Responsibilities:
 - The Human Resource Department, working with VACorp, oversees Workers’ Compensation in compliance with the Workers’ Compensation Act of Virginia.
 - When a work-related injury or illness also qualifies as a serious health condition under the Family Medical Leave Act (FMLA), absences will be designated as Family Medical Leave concurrent with Workers’ Compensation.

309 Bereavement Leave

The Town of Abingdon provides bereavement leave to employees who need to take time off because an immediate family member died. To ask for bereavement leave, see your supervisor.

Full-time hourly and Salary employees are eligible for bereavement leave. Upon request, the Department Head or supervisor shall grant paid bereavement leave for a period of three consecutive working days. In the event that the deceased resided in the employee's home or the funeral of the immediate family member is out of state, five consecutive working days may be granted.

If leave is desired for a death other than the immediate family, or the employee needs more time than outlined above, the time off may be granted at the discretion of the employee's Department Head or Supervisor and charged to other appropriate paid leave.

While you are on a paid bereavement leave, you will get your base pay rate but you will not get any special forms of pay, such as incentives, commissions, bonuses, or shift differentials.

We normally will give you bereavement leave unless there are business reasons that require you to be at work. With your department head or supervisor's approval, you can use any available paid leave benefits you have, such as vacation, if you need more time off.

For bereavement leave, "immediate family" is defined as the employee's spouse, parent, mother/father in-law, child, sibling, grandparent, grandchild, son/daughter in-law, step-parents, step-children, and/or step-siblings.

311 Jury Duty

The Town of Abingdon encourages you to fulfill your civic responsibilities by serving jury duty if you get a summons. Employees in an eligible classification may request up to 4 weeks of paid jury duty leave over any 2 year period (with proper court documentation).

If you are eligible for jury duty, you will be paid at your base rate of pay for the number of hours you would normally have worked that day. Employees in the following classifications are eligible for paid jury duty leave: **Full Time and Salary Employees**

If you stay on jury duty longer than paid jury duty allows, you may use any available paid time off benefits you have, such as vacation, to be paid for the unpaid jury duty leave.

If you get a jury duty summons, show it to your supervisor as soon as possible. This will help us plan for your possible absence from work. We expect you to come to work whenever the court schedule permits.

Subject to the terms, conditions, and limitations of the applicable plans, the Town of Abingdon, will continue to provide health insurance benefits for the full period of unpaid jury duty leave.

Your benefits, such as vacation, sick leave, or holiday benefits, will accrue during an unpaid jury duty leave.

313 Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) helps employees and their dependents to continue their health insurance even if they are no longer eligible under our health plan.

There are strict rules about when you can use COBRA. COBRA lets an eligible employee and dependents choose to continue their health insurance when a "qualifying event" happens. Qualifying events include the employee's resignation, termination, leave of absence, shorter work hours, divorce, legal separation, or death. Another qualifying event is when a dependent child stops being eligible for coverage under your health insurance.

If you continue your insurance under COBRA, you will pay the full cost of the insurance with the Town of Abingdon's group rates. At the time of your hire, we will give you a written notice describing your COBRA rights. Upon separation with the Town of Abingdon, you will be provided with the necessary COBRA information. Because the notice contains important information about your rights and what to do if you need COBRA, be sure to read it carefully.

*The Director of HR must be notified within 60 days of employment separation if you wish to elect COBRA benefits. The full premium must be paid to the Town of Abingdon by the first of each month. All COBRA premiums must be paid in full upon election and the coverage then becomes retroactive.

318 Short-Term Disability

Short Term Disability Program:

1. The Town provides a Short Term Disability program for its employees. The Short Term Disability program will consist of weekly benefits for up to 125 days (total) within the same fiscal year.
2. Eligibility:
 - a. One-year of service/employment required for non-work related claims
 - b. First day benefit for work-related claims
 - c. **MUST** provide physicians certification outlining short term disability/illness

Days of Income Replacement: Non-Work Related Disability (starting on 8th day of disability)

Note: The Town of Abingdon will not pay short term disability benefits caused by, contributed by or resulting from a participant's commission of a felony/misdemeanor, nor does it cover disabilities incurred during any period where an employee is incarcerated.

Months of continuous Service with Town of Abingdon	Workdays at 100% Income Replacement	Workdays at 80% Income Replacement	Workdays at 60% Income Replacement
0-12	0	0	0
13-59	0	0	125
60-119	25	25	75
120-179	25	50	50
180 or more	25	75	25

Days of Income Replacement: Work-Related Disability

Months of continuous Service with Town of Abingdon	Workdays at 100% Income Replacement	Workdays at 80% Income Replacement	Workdays at 60% Income Replacement
Less than 60	0	0	125
61-119	85	25	15
120 or more	85	40	0

3. Taxes and other deductions will be automatically withheld from the employee's check.
4. The employee must complete the Short Term Disability application on the following page and turn in (with supporting physician's certification) to Human Resources.

5. It is the responsibility of the employee to notify their supervisor of any change in condition. If any information requested by the Town is not provided by the employee, the Town reserves the right to cease the payment of benefits to the employee.
6. An employee with a Worker's Compensation claim pending is not eligible to receive Short Term Disability benefits.
7. Short Term Disability benefits end when the employee returns to work.
8. Short Term Disability will run concurrently (at the same time) as FMLA leave; employees will not accrue vacation and sick time while receiving Short Term Disability benefits.
9. Pregnancy – Up to six (6) weeks of post-partum income replacement following a normal delivery or C-section (Must be a full-time employee with the Town for a minimum of one (1) year – see table of benefits above).



**Town of Abingdon
Short Term Disability Application**

Employee Name:	Department:
Reason for absence: 	
Employee Signature/Date	

Short-term disability is equivalent to a maximum 25 weeks (125 business days) in any one fiscal year. The employee will be paid according to the guidelines listed in the table outlined in the Short Term disability policy. The employee understands that FMLA will run concurrently with Short Term Disability for an employee's personal illness. (See full policy in section 318 of the Town of Abingdon personnel manual.)

To be completed by Physician

Nature of short-term illness or disability:
Return to work date:

I hereby certify that the above named employee of the Town of Abingdon is totally unable to work due to the short-term illness or disability indicated above.

Physician's Signature/Date	
Print Name:	
Address:	

324 Employee Assistance Program

The Employee Assistance Program (EAP) can help you to solve personal problems that might be affecting your work life or personal life. The EAP offers counseling services to you and your immediate family members to help deal with problems such as alcohol or drug abuse, marital or family tensions, financial or legal troubles, and emotional distress. The EAP can help analyze the problem, give counseling and, if necessary, refer you to community or private services for long-term help.

The EAP is confidential and keeps all your information private. The EAP cannot release the information you give them unless you approve it in writing. If you talk with the EAP, it will not be recorded in your personnel file.

There is no charge for you to talk to an EAP counselor because the Town of Abingdon pays for the EAP. If the EAP counselor thinks that more counseling is needed, the counselor will tell you what other services are available and if the costs will be covered by our health plan. If you get counseling from people outside the EAP, you will be responsible for paying for any costs that are not covered by health insurance.

We encourage you to talk with the EAP if you are having problems in your life. Call 855-223-9277 to talk with an EAP counselor.

*In certain circumstances a supervisor may require a mandatory session with an EAP counselor.

335 Coomes Recreation Center Membership

The Town of Abingdon, in its sincere interest in the well being and actual health and wellness of its employees, extends free membership for the Coomes Recreation Center to all full and part time employees, employee's spouse and dependent children living in the home of the employee. The Town of Abingdon staff invites and encourages all employees to use this benefit towards improving and maintaining personal fitness and health. The Town of Abingdon retirees shall have a lifetime membership to the Coomes Recreation Center.

If an employee is involuntarily separated from employment with the Town of Abingdon, all memberships associated with that employee will be discontinued by the Town of Abingdon.

336 Employee "Thank You!" Day

The Town of Abingdon appreciates each of the employees and the work they do each and every day. As a small token of appreciation, the Town provides a paid day off for the birthday of each full-time hourly and salary employee. If the birthday falls on a weekend or Town paid holiday, the employee should work with the Department Head or supervisor to schedule their "Thank You" day.

401 Timekeeping

Nonexempt employees are responsible for accurately recording the hours they work. This means each employee will punch in/punch out of the Town of Abingdon's electronic time keeping system at the beginning and at the end of each shift. The law requires the Town of Abingdon to keep accurate records of "time worked" in order to correctly calculate employee pay and benefits. "Time worked" means all the time that nonexempt employees spend performing their assigned work.

If you are a nonexempt employee, you must accurately record the time you start and stop work, when you start and end any meal periods or split shifts, and when you leave the workplace for personal reasons. You are responsible for punching in and punching out for your shift each day. Before you work any overtime, you **must** always get advance approval.

Falsifying time records is a serious matter. You may not change time after it is already recorded, enter a false time on purpose, tamper with time records, or record other employees' time for them. If you do any of these actions, you may be subject to disciplinary action, up to and including termination

If you are a nonexempt employee, you can only start earlier or work later when your supervisor approves it in advance.

Nonexempt employees must sign their time records to say they are accurate. Each supervisor will review and check of the time record before submitting it for payroll processing. In addition, if corrections or changes are made to the time record, both you and your supervisor must submit a signed notification to the payroll department regarding the changes and why they were made.

401-1 Time Off Requests - Exempt Employees

Exempt employees are paid a salary to perform their job functions and are not eligible for overtime or compensatory pay. They are responsible for keeping accurate time records, which include requesting and recording paid/sick time off.

Exempt employees are required to use accumulated leave (vacation or sick) for any block of time greater than or equal to four (4) hours. Exempt employees are not required to charge against any accumulated leave time for time off less than four (4) hours, provided the total of such time off does not exceed eight (8) hours in any eighty (80) hour pay period.

Exempt employees shall not be eligible for payment of any accrued compensatory leave balance upon separation of employment because exempt employees are not entitled to compensatory time.

No Department Head and Council Appointee time off may be taken without Town Manager approval. No Town Manager time off request may be taken without Director of Finance/Town Treasurer approval.

403 Paydays

All employees are paid biweekly on every other Friday. Each paycheck includes pay for all work performed through the end of the previous payroll period. (The Town of Abingdon work week runs Monday through Sunday)

If a payday falls on a weekend or holiday, you will be paid on the first work day after that payday.

If you are on vacation on payday, you will get your paycheck when you return, if you receive a paper paycheck.

The Town of Abingdon has a mandatory direct deposit program. Direct deposit means that we will deposit your pay directly into your bank account if you authorize it. On paydays, instead of a check, you will receive a statement explaining how much you were paid and all the details.

**If you have questions or concerns about the direct deposit, please contact the payroll department.*

405 Employment Termination

There can be many reasons why employment may terminate. The following are some of the most common reasons for termination of employment:

- * Resignation - voluntary employment termination initiated by an employee.
- * Discharge - involuntary employment termination initiated by the organization.
 - *If the employee is discharged due to a positive drug test, he/she may re-apply after 12 months*
- * Layoff - involuntary employment termination initiated by the organization for nondisciplinary reasons.
- * Retirement - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

We will usually schedule an exit interview if you terminate. You may make suggestions or complaints and ask questions at the exit interview. At the exit interview, we can go over such topics as your benefits, benefits conversion rights, repayment of any outstanding debt to the Town of Abingdon or return of the Town of Abingdon-owned property. If you fail to return any Town owned property, the Town will follow the legal process as outlined by state and federal laws.

Your employment with the Town of Abingdon is voluntary and at will, you may terminate your employment at any time, with or without cause or advance notice. Likewise, the Town of Abingdon may terminate your employment at any time, with or without cause or advance notice.

If an employee wishes to use annual, sick and/or compensatory time prior to separation, department procedures for requesting and granting leave time must be followed. An employee who has unused annual, sick and or compensatory time in excess of two-weeks, will be paid for the unused time in a lump sum payment of \$5,000, followed by bi-weekly checks (if necessary) until the balance of unused time has been paid out.

Your benefits are affected by termination in several ways. All accrued, vested benefits that are due and payable at termination will be paid out. You may be allowed to continue some benefits by paying for them yourself. You will be notified in writing about which benefits you can continue and the limitations and details of how to continue them.

409 Administrative Pay Corrections

The Town of Abingdon tries to make sure that you are paid correctly and on scheduled paydays. In the event that you find a mistake in your pay, contact the Payroll Office immediately so that the error can be corrected as quickly as possible.

In the event you find a mistake in your pay, please contact your supervisor or department head. The supervisor or department head will act as the liaison between the employee and the payroll department.

410 Pay Deductions and Setoffs

Laws require the Town of Abingdon to take deductions from your pay. Deductions are money taken from your pay for certain things such as federal, state, and local taxes. The law also requires us to deduct Social Security taxes from your pay. We must deduct up to a certain amount called the Social Security "wage base". We also contribute to your Social Security. We pay the same amount of Social Security tax to the government as we deduct from your pay.

The Town of Abingdon also offers programs and benefits to eligible employees that are not required by law. You may ask us to deduct money from your pay to cover your payment for these programs.

If you want to know why money was deducted from your paycheck or how your pay is calculated, contact the Payroll Office.

Below are examples of deductions (required and optional) that may be deducted from your paycheck: **Required:**

- Federal Tax
- State Tax
- FICA
- SSA
- Worker's Compensation
- VRS
- ICMA-RC (if you are a VRS Hybrid member)
- BCBS (if the employee adds family members)

Optional:

- Life Insurance (Minnesota Life, Liberty, Aflac)

411 Garnishment

If the Town of Abingdon receives a Court Order to garnish an employee's wages, federal and/or state law require that the Town of Abingdon complies with the order. A garnishment, including child support, will reduce the garnished employee's take-home pay. Should the Town of Abingdon receive multiple garnishments for the same employee, the Town of Abingdon will abide by state/federal regulations when garnishing wages.

*We encourage all employees who reside within the Town of Abingdon limits to be current on ALL Town owed taxes.

501 Safety

Our workplace safety program is a top priority at the Town of Abingdon. We want the Town of Abingdon to be a safe and healthy place for employees, customers, and visitors. Each Department Head is responsible for implementing, administering, monitoring, and evaluating the safety program for their respective department. A successful safety program depends on everyone being alert and committed to safety.

We regularly communicate in different ways with employees about workplace safety and health issues. These communications may include supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Employees and supervisors receive workplace safety training. The training covers possible safety and health hazards as well as safe work practices and procedures to eliminate or reduce hazards.

Some of the best safety improvement ideas come from employees. If you have an idea, concern, or suggestion on how to improve safety in the workplace, tell your supervisor, another supervisor, or the Director of Human Resources. We want you to know that you can report any concerns about workplace safety anonymously and without fear of reprisal.

You are expected to obey all safety rules and be careful at work. You must immediately report any unsafe condition to the appropriate supervisor. If you violate the Town of Abingdon safety standards, you may be subject to disciplinary action, up to and including termination of employment. Violations include causing a hazardous or dangerous situation, not reporting a hazardous or dangerous situation, and not correcting a problem even though you could have corrected it.

It is very important that you tell your supervisor immediately about any accident that causes an injury, no matter how minor it might seem at the time. The supervisor will report the accident to the Director of Human Resources. When you report it quickly, we can investigate the accident promptly follow the laws, and start insurance and worker's compensation processing.

If an employee is involved in multiple accidents, the employee may face corrective action up to and including termination.

505 Use of Tobacco Products

The Town of Abingdon prohibits smoking and/or the use of tobacco products (e.g. e-cigarettes, chewing tobacco) at the workplace. The use of tobacco products is prohibited inside Town buildings, vehicles, and at specified locations. Employees are prohibited from using tobacco products during work hours. If feasible, the Town will designate areas on its grounds where employees are permitted to smoke during rest and meal periods.

506 Meal and Rest Periods

Full-time non-exempt employees who are scheduled to work 40 hours per week will have an unpaid lunch/meal period of one (1) hour each workday. Meals periods are scheduled by your supervisor and are typically half-way into your work shift. Full-time non-exempt employees will have two (2) paid rest periods each workday. When possible, rest periods will be scheduled in the middle of work periods. Rest periods will be no longer than five (5) minutes and employees are required to remain at their workplace or on the premises. Because rest time is counted and paid as time you worked, you must not be absent from your workstation longer than the rest period allows.

All full-time employees will have one unpaid meal period each workday. Non-exempt employees are not subject to any work responsibilities or restrictions during meal periods.

A non-exempt employee with approved leave for at least half the workday is not entitled to a meal period. For example, an employee with a work shift from 8:00 a.m. to 5:00 p.m. who is on approved leave from 8:00 a.m. to Noon will work from 1:00 p.m. to 5:00 p.m.

If operational needs require deviation from the above policy, Department Heads must seek approval from the Town Manager.

**Rest/meal time may not be used in lieu of leave time.*

507 Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime regulations are mandated by the Fair Labor Standards Act as outlined below:

The federal overtime provisions are contained in the Fair Labor Standards Act (FLSA). Unless exempt, employees covered by the Act must receive overtime pay for hours worked over 40 in a workweek at a rate not less than time and one-half their regular rates of pay. There is no limit in the Act on the number of hour's employees aged 16 and older may work in any workweek. The Act does not require overtime pay for work on Saturdays, Sundays, holidays, or regular days of rest, unless overtime is worked on such days.

The Act applies on a workweek basis. An employee's workweek is a fixed and regularly recurring period of 168 hours — seven consecutive 24-hour periods. It need not coincide with the calendar week, but may begin on any day and at any hour of the day. Different workweeks may be established for different employees or groups of employees. Averaging of hours over two or more weeks is not permitted. Normally, overtime pay earned in a particular workweek must be paid on the regular pay day for the pay period in which the wages were earned. Overtime Pay May Not Be Waived: The overtime requirement may not be waived by agreement between the employer and employees. An agreement that only 8 hours a day or only 40 hours a week will be counted as working time also fails the test of FLSA compliance. An announcement by the employer that no overtime work will be permitted, or that overtime work will not be paid for unless authorized in advance, also will not impair the employee's right to compensation for compensable overtime hours that are worked. (www.dol.gov)

Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. **Overtime pay is based on actual hours worked.** However, the Town of Abingdon **will** allow Town observed holidays to be included in overtime calculations. Time off on sick leave, vacation leave, or any other leave of absence will not be considered hours worked for purposes of performing overtime calculations.

If you are normally scheduled to work (4) ten hour shifts during a holiday week, you will revert to (4) eight hour shifts for that week.

Exempt employees are not subject to the overtime provisions as outlined by the FLSA, and therefore, are not typically eligible to receive overtime compensation.

Compensatory Time: Under certain prescribed conditions, employees of the Town of Abingdon may receive compensatory time off, at a rate of not less than one and one-half hours for each overtime hour worked, instead of cash overtime pay.

Employees who work overtime without receiving prior authorization from the supervisor may be subject to disciplinary action, up to and including possible termination of employment.

*The Town of Abingdon's work week begins on Monday and ends on Sunday.

508 Use of Equipment and Vehicles

Equipment and vehicles essential in accomplishing your job duties are expensive and may be difficult to replace. When you use the Town of Abingdon property, you should be careful, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Tell your supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. When you promptly report damages, defects, and the need for repairs, you can prevent deterioration of equipment and possible injury to employees or other people.

See your supervisor if you have questions about your responsibility for maintenance and care of equipment or vehicles you use on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, may result in disciplinary action, up to and including termination of employment.

508-1 Vehicle Idling Policy

With the exception of police vehicles, all Town departments shall refrain from allowing vehicles to idle in one location for a period of time exceeding five (5) minutes. In the event that the driver of the vehicle is leaving the vehicle, he/she shall turn off the ignition until such time as he/she returns. This policy aims to reduce the impact of vehicle emissions by encouraging the application of sustainable principles to vehicular use.

Practicing anti-idling activities will reduce air pollution, promote energy conservation, reduce noise pollution, and will reduce wear and service needs of vehicles and equipment. Supervisors in each department will enforce this policy and counsel employees who do not follow the policy.

Further, each Department head within the structure of the Town government shall monitor and discourage use of vehicles to job sites which serve to transport single individuals to the same except upon rare instances. As an alternative, Department heads shall encourage the planning and arranging of vehicular transportation to take full advantage of ride/share, comprehensive and efficient planning of meetings and use of audio/video conferencing whenever possible and practical.

*Emergency Services vehicles are exempt from the Town Vehicle Idling Policy.

509 Take Home Vehicles

- In general, there is no absolute need for any Town employee to take a Town-owned vehicle home every evening. The decision to allow a Town employee to take a public vehicle home shall be based on the determination that the employee performs an essential job duty for the Town of Abingdon. The Town Manager will determine who has authorization to take home a Town owned vehicle.
- The objective of the take home vehicle policy is to ensure that public property, specifically vehicles, is used properly in the public interest and not to the personal advantage of Town employees.
- Employees are not authorized to take home Town-owned vehicles except under the following circumstances:
 - The employee is on twenty-four (24) hour call for emergency response where rapid or immediate response time is required.
 - The employee is on stand-by and drives a vehicle specially equipped to fulfill a departmental mission.
 - A determination has been made, and approved by the Town Manager, that allowing or requiring a vehicle to be taken home will be beneficial to the delivery of services to the citizens of Abingdon through enhanced productivity or cost savings.
 - On a case by case basis, with Department head approval, to facilitate attendance at work functions at locations and/or times where it would be more convenient or more productive, to attend while proceeding to or from home without having to obtain a Town-owned vehicle from a central location (e.g., evening meetings, travel out of town, job site inspections). Such approval shall end when the specific reason for taking the vehicle home has passed.
 - As stipulated in an agreement, pre-approved by the Town Manager.
 - With the approval of the Town Manager, employees previously allowed to take vehicles home prior to the implementation of this policy.
- The use of a take home vehicle is subject to the following conditions:
 - There shall be no personal use of Town-owned vehicles unless such use is incidental and minimal, such as travel to or from lunch on the way to or from work, or during lunch break, if the errand requires only a minor deviation of one mile or less from the normal route traveled.
 - Individuals allowed to take home a Town-owned vehicle shall reside within the Town of Abingdon unless there is a clear demonstration of the value of allowing the vehicle to be taken out of the Town and such use is approved by the Town Manager.

- There shall be an annual review of take home vehicles justified for emergency response to include the number of times the vehicle was actually used for emergency response after being taken home.
- An employee utilizing an approved take home vehicle shall be taxed according to prescribed IRS rules and regulations for any compensatory benefits received from the use of a Town-owned vehicle. Any employee who does not elect to take a vehicle home or use it for any personal use will not receive a 1099.
- The employee may have passengers who are not Town employees in the vehicle. However, these passengers are **NOT** allowed to drive the vehicle under **ANY** circumstances.
- If a Town vehicle is involved in an accident, please contact the Director of Human Resources and the Abingdon Police Department.
- Unless waived by the Town Manager, every take home vehicle shall have decals markings and other identification as prescribed for Town-owned vehicles.

510 Emergency Closings

During inclement weather conditions, all municipal offices remain open to serve the citizens of Abingdon and employees are expected to report to work. However, there may be times when emergencies, such as severe weather, fires, power failures, etc disrupt normal business operations of the Town of Abingdon. We may even have to close a work facility.

When we are officially closed due to emergency conditions, you will be paid for the time off.

If an emergency closing is not authorized and you do not report for work, you will not be paid for the time off. You may request to use any available paid time off you have, such as accrued vacation time.

There may also be some times when we ask employees in essential operations (ie: Public Works or Police) to work on a day when we are officially closed due to an emergency. If we ask you to work on a day when we are officially closed, we will pay you your regular pay for the hours worked plus up to eight hours at your regular rate of pay or equivalent compensatory time.

512 Business Travel Expenses

Mileage Reimbursement

Mileage reimbursement rates are the current reimbursement rates set for the by the Internal Revenue Service. <https://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates>

You must use a Town vehicle. (To be secured through the Town Fleet Management Contact)

If you choose to take your own vehicle, even though a Town vehicle was available, the Town will **ONLY** reimburse for gas pertaining to the destination (to/from) the approved trip.

A MapQuest printout showing the mileage to/from the destination must be attached to the gas receipts and **pre-approved** *Employee Travel Request* form for the trip. These documents must also be entered into the travel card system.

ALL work trips must originate in the Town of Abingdon.

Overnight Lodging

All requests for overnight lodging must be approved by the Town Manager or Assistant Town Manager prior to registering for a conference or training. Lodging expenses are limited to the actual cost of the room; first consideration is given to the hotel hosting the event. Lodging will not be approved for events less than two hours travel time between the Town and the event site for single day events.

Meal Expenditures

Itemized receipts are required for all reimbursement of meal expenses and shall not exceed the per diem meal allowance: Daily and Partial Day Per Diem would simplify this using Department of Accounts Meals and Incidental Travel Expenses (M&IE) which is based off of the US General Services Administration rates. <http://www.gsa.gov/portal/content/101518>

The recommended daily allowance for meals and incidental expenditures is \$64 for a full day and \$49 for a partial day. We encourage employees to keep daily meal expenditures at or below \$64 for a full day or \$49 for a partial day. Gratuities up to 20% are not included in the daily allowance totals.

Any overages deemed to be excessive or are not accompanied by an itemized receipt **MUST** be repaid by the employee within 7 days.

If meal(s) cost is included with any convention, conference, training or seminar fees, then a meal expense for that meal(s) will not be reimbursed.

Receipts

Upon completion of travel, employees shall submit their itemized receipts with an expense report within five days and have these documents entered into the travel card system.

Disallowed Expenses

- Lost or stolen articles
- Alcoholic beverages
- Damage to personal vehicles, clothing or other items

- Services to gain entry to a locked vehicle
- Movies charged to hotel bills
- All expenses related to personal negligence of the traveler such as fines (Fees) to change flights or excess baggage fees Entertainment expenses
- Travel insurance (Must be approved by Assistant/Town Manager)
- Towing charges for parking infractions, parking tickets and/or speeding tickets Non-conference expenses for family, spouses and/or guests

The above list is **NOT** all inclusive. Travelers should use prudent judgment and remember that all travel expense accounts are open to the public.

Social Media Posting

It is highly recommended that Town employees avoid posting pictures to any social media site while they are traveling for the Town of Abingdon.

*This does not include a department who is at a conference for the promotion of the Town of Abingdon.

Accidents

Employees involved in an accident while traveling on business must promptly report the incident to his/her immediate supervisor. If personal injuries are involved, the employee must contact the employer's Workers' Compensation "Company Nurse" at 1-888-770-9925 as soon as possible to explain the nature of the injuries.

A drug test will be required in any situation, depending on the circumstances of the accident. A drug test will be required immediately (same day) following the accident if the Town employee is found to be at fault for the accident.

If the employee is being treated for injuries, the drug test must be performed by the medical facility providing the treatment.

Automobile Repairs

The Town is not responsible for any automobile repairs to an employee's personal vehicle. If a Town owned vehicle needs repairs while the employee is on Town business, the employee must immediately contact their supervisor prior to having repairs made. The supervisor will advise the best course of action for that situation. If the employee has tried unsuccessfully to reach their department head or supervisor and must make a decision, it is recommended that the employee either:

- 1) Leave the disabled vehicle in a secure location and contact someone to pick you up and return you to Abingdon
- 2) Procure a rental vehicle for return trip to Abingdon.

516 Computer and Email Usage

To help you do your job, the Town of Abingdon may give you access to computers, computer files, the email system, and software. You should not use a password, access a file, or retrieve any stored communication without authorization. To make sure that all employees follow this policy, we may monitor computer and email usage.

We try hard to have a workplace that is free of harassment and sensitive to the diversity of our employees. Therefore, we do not allow employees to use computers and email in ways that are disruptive, offensive to others, or harmful to morale.

The IT Security Policies establish guidelines for the proper and acceptable use of all information systems including e-mail by Town Employees, elected officials, volunteers, interns, and other affiliates who may be authorized to use telephones, devices, hardware, software, and/or network connections provided by the Town of Abingdon. All electronic messages created with, received by, or stored within the telephone, hardware and software systems administered by the Town of Abingdon are the property of the Town and, therefore, are not considered private. Employees do not have a personal privacy right in using the Town's e-mail system.

The Town of Abingdon reserves the right to restrict or remove access or availability of electronic tools for any employee that violates appropriate use and/or security policies and practices. Refer to the IT security policies. Policies included on the Information Technology intranet site for more information.

Communication - Electronic and Telephone

All electronic and telephonic communication systems and all communications and information transmitted by, received from, printed from, or stored in these systems are the property of the Town and, as such, are to be used solely for job-related purposes. The Town retains the right to monitor all of its electronic and communication systems at its discretion, including listening to and/or printing and reading all voice mail and e-mail messages stored in these systems. The use of any software and business equipment including, but not limited to, facsimiles, telecopiers, computers, and copy machines for private purposes is strictly prohibited.

Employees using this equipment for personal purposes do so at his/her own risk. Further, employees are not permitted to use a code, access a file, or retrieve any stored communication unless authorized to do so or unless he/she has received prior clearance from an authorized Town representative. All computer codes are the property of the Town. No employee may use a pass code that has not been issued to that employee or that is unknown to the Town. Employees who violate this policy are subject to disciplinary action up to, and including, dismissal.

To ensure that the use of electronic and telephonic communications systems and business equipment is consistent with the Town of Abingdon's legitimate business interests, authorized representatives of the Town may monitor the use of such equipment from time to time to determine if such use is business-related.

The use of personal cell phones, including texting, is prohibited while operating a Town vehicle. (Exception: First Responders may have the need to use their cell phone to perform their job duties and are exempt from this policy per VA Code 46.2-341.20:5) During break and lunch time personal cell phones may be used.

E-mail is an extension of the workplace and any abusive or inappropriate e-mail will result in disciplinary action by the employer that could lead to termination. There will be no allowances for display or transmission of any sexually explicit images, cartoons or messages. The e-mail system will not be used for any communications containing any racial or ethnic slurs or epithets or anything that could be construed as harassing or offensive to others based on sex, age, race, national origin, sexual orientation, disability, color or any other classifications protected by state or federal law. Any message on the e-mail system can be traced to its author even after the message is deleted.

Social Media Policy

POLICY

This policy provides guidance for employee use of social media, which should be broadly understood for purposes of this policy to include blogs, wikis, micro blogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, and other sites and services that permit users to share information with others in a simultaneous manner.

PROCEDURES

The following principles apply to professional use of social media on behalf of the Town of Abingdon as well as personal use of social media when referencing the Town of Abingdon.

- Employees need to know and adhere to the Town of Abingdon's Code of Conduct, Employee Handbook, and other company policies when using social media in reference to the Town of Abingdon.
- Town employees shall not post on any social media application during working hours (with the exception of breaks/lunch)
- Employees should be aware of the effect their actions may have on their images, as well as the Town of Abingdon's image(s). The information that employees post or publish may be public information for a long time.
- Employees should be aware that Town of Abingdon may observe content and information made available by employees through social media. Employees should use their best judgment in posting material that is neither inappropriate nor harmful to the Town of Abingdon, its employees, or customers.
- Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment.
- Employees shall not publish post or release any information that is considered confidential or not public. If there are questions about what is considered confidential, employees should check with the Human Resources Department and/or supervisor.
- Social media networks, blogs and other types of online content sometimes generate press and media attention or legal questions. Employees should refer these inquiries to the Town of Abingdon Town Attorney, Assistant Town Manager and/or Town Manager.
- If employees find or encounter a situation while using social media that threatens to become antagonistic, employees should disengage from the dialogue in a polite manner and seek the advice of a supervisor.
- Current or former employees, members, vendors and/or suppliers of the Town of Abingdon should get appropriate permission before referring to or posting images of current or former employees, members, vendors and/or suppliers. Additionally, employees should get appropriate

permission to use a third party's copyrights, copyrighted material, trademarks, service marks or other intellectual property.

- Social media use shouldn't interfere with employee's responsibilities at the Town of Abingdon. The Town of Abingdon's computer systems are to be used for business purposes only. Personal use of social media networks or personal blogging of online content is discouraged and could result in disciplinary action. (ex: Facebook, Twitter, Abingdon Topix, and LinkedIn)

Subject to applicable law, after-hours online activity that violates the Town of Abingdon's Code of Conduct or any other company policy may subject an employee to disciplinary action or termination. If employees publish content after-hours that involves work or subjects associated with the Town of Abingdon, a disclaimer should be used, such as this: "The postings on this site are my own and may not represent the Town of Abingdon's positions, strategies or opinions."

It is highly recommended that employees keep the Town of Abingdon related social media accounts separate from personal accounts, if practical.

Discipline. Violations of this policy may result in disciplinary action up to and including immediate termination of employment.

Note: Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the National Labor Relations Act to engage in protected concerted activities with other employees to improve terms and conditions of employment, such as wages and benefits.

Social Media Tips:

1. Keep personal and professional interests separate. Facebook is better suited for personal, family and friend connections.
2. **Remember:** "the whole world is watching!"
3. Frequently monitor and update your posts.
4. Regard social media as a powerful marketing tool.
5. Use the built-in privacy capabilities of the social networking sites, and consider limiting the access of users you are connected with.
6. Remember that what you put out there is permanent! *Social Media Law Conference 2014/Virginia CLE*

Town Issued Cell Phone; I-pad; Tablet; Laptop Policy

The Town of Abingdon recognizes that certain positions of employment within the Town require that an employee and/or Council Member and/or Council Appointee be accessible when away from the office or during times outside scheduled working hours. For this reason, in addition to economic management and IRS income-related concerns, the Town has carefully studied policies from localities across the Commonwealth regarding the efficiency and effectiveness of the best use of said electronic devices among said Individuals.

The Abingdon Town Manager shall designate certain Individuals who will be eligible to receive and own

a cell phone and/or I-pad/tablet/laptop computer. Specific type of configuration, brand and style of equipment will be at the sole discretion of the Town Manager in collaboration with the Information Technology Department.

Upon issuance of the equipment the employee individually shall own outright the hardware. In order to meet satisfactory measures of efficiency, effectiveness and comply with IRS regulations pertaining to the Individual's taxation of benefits received from Town-provided equipment, the Town's primary method of providing electronic devices shall be observed as follows, and each Individual shall:

- In limited circumstances, in lieu of a cell phone, designated individuals shall receive a stipend from the Town each of twenty-six (26) pay periods in the amount equal to the cost of the respective service to each employee, depending upon specifics regarding type, quantity and service required; The stipend amount shall be automatically included in the employee's check and will be used to reimburse the Town for the cost of the respective service. No tax consequence shall apply to the individual employee;
- A new device, at the sole discretion of the Town Manager and IT Director, shall be provided by the town to the applicable employees issued devices hereunder every two (2) years;
- The service plan will be provided by the Town to each designated employee and each phone will be assigned a maximum amount of usage, or minutes. Any excesses in usage charges shall be reimbursed by the Individual;
- The employee, as owner of the phone or device(s), may use the device for his/her personal use and any/all personal use can be subject to the censorship of the Town or the general public if it is related to Town business which can be subject to FOIA.
- Any/all Town business conducted on the phone or other device(s) shall be the sole property of the Town and subject to censorship;
- The Town Manager shall have the sole discretion to terminate use of any service plan, should unnecessary or abusive use of the phone or devices(s) become evident during regular working hours. While the Town recognizes that the Individual does not control incoming calls, the Town expects said Individuals to exercise prudent judgment in keeping personal calls to a minimum during regular working hours, as applicable;
- Upon separation from the Town, the Individual shall own outright his/her respective phone and/or device(s), however, service as described herein on the part of the Town contract shall be terminated as of the date of the separation, unless a written extension is issued at the discretion of the Town Manager; Upon separation from the Town, the IT Department of the Town shall have the right to inspect the hard drives or memory sticks of any device issued for the sole purpose of gathering and preserving all Town-related data on said device;
- If employment with the Town ends within one year (12 months) the employee must return ALL electronic devices to the Director of HR or Director of IT.
- The Town reserves the right to cancel the benefit described herein (use of cell phone and device(s)) of any Individual for budgetary restraints, job-related need and/or abuse of same as described above

517 Internet Usage

The Town of Abingdon may provide you with Internet access to help you do your job. This policy explains our guidelines for using the Internet. Internet usage is intended for job-related activities but short, occasional personal use is allowed as long as you keep it within reasonable limits.

All Internet data that is written, sent, or received through our computer systems is part of official Town of Abingdon records. That means that we can be legally required to show that information to law enforcement or other parties. Therefore, you should always make sure that the business information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and legal.

The equipment, services, and technology that you use to access the Internet are the property of the Town of Abingdon. Therefore, we reserve the right to monitor how you use the Internet. We also reserve the right to find and read any data that you write, send, or receive through our online connections or is stored in our computer systems.

You may not write, send, read, or receive data through the Internet that contains content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person.

Examples of unacceptable content include (but are not limited to) sexual comments or images, racial slurs, gender-specific comments, or other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

The Town of Abingdon does not allow the unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet. As a general rule, if you did not create the material, do not own the rights to it, or have not received authorization for its use, you may not put the material on the Internet. You are also responsible for making sure that anyone who sends you material over the Internet has the appropriate distribution rights.

If you use the Internet in a way that violates the law or the Town of Abingdon policies, you will be subject to disciplinary action, up to and including termination of employment. You may also be held personally liable for violating this policy. The following are some examples of prohibited activities that violate this Internet policy:

- * Sending or posting discriminatory, harassing, or threatening messages or images
- * Using the organization's time and resources for personal gain
- * Stealing, using, or disclosing someone else's code or password without authorization
- * Copying, pirating, or downloading software and electronic files without permission
- * Sending or posting confidential material, trade secrets, or proprietary information outside of the organization
- * Violating copyright law

- * Failing to observe licensing agreements
- * Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- * Sending or posting messages or material that could damage the organization's image or reputation
- * Participating in the viewing or exchange of pornography or obscene materials
- * Sending or posting messages that defame or slander other individuals
- * Attempting to break into the computer system of another organization or person
- * Refusing to cooperate with a security investigation
- * Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities
- * Using the Internet for political causes or activities, religious activities, or any sort of gambling
- * Jeopardizing the security of the organization's electronic communications systems
- * Sending or posting messages that disparage another organization's products or services
- * Passing off personal views as representing those of the organization
- * Sending anonymous email messages
- * Engaging in any other illegal activities

518 Workplace Monitoring

The Town of Abingdon may conduct workplace monitoring to help ensure quality control, employee safety, security, and customer satisfaction.

All computer equipment, services, or technology that we furnish you are the property of the Town of Abingdon. We reserve the right to monitor computer activities and data that is stored in our computer systems. We also reserve the right to find and read any data that you write, send, or receive by computer.

We may perform video surveillance of non-private workplace areas. We use video monitoring to identify safety concerns, detect theft and misconduct, and discourage and prevent harassment and workplace violence.

Because we are sensitive to employees' legitimate privacy rights, we will make every effort to guarantee that workplace monitoring is always done ethically and with respect.

519 IT Disposal of Equipment

1.0 Purpose: This policy describes the general guidelines for the disposal of inventory at the Town of Abingdon.

2.0 Applicability: All IT Employees.

3.0 Procedure: Equipment that is deemed ready for disposal of must meet one of the following conditions:

- Exceeded useful lifespan
- No longer utilized
- Obsolescence
- Wear, damage or deterioration
- Excessive cost of maintenance
- Replaced with new model
- Surplus Equipment

3.1 Special Requirements for Software

Computer software cannot be designated as surplus and sold. It must be disposed of according to the licensing agreement under which it was acquired. All software except for the operating system must be wiped from the hard drives of any computer being disposed of.

3.2 Special Requirement Working Hard Drives

If a hard drive needs to be disposed, the disk needs to be wiped. Magnetic and optical media cannot be cleansed of sensitive data simply by erasing or formatting the medium. Due to the physical properties of the medium and disk technology, overwriting and/or physical destruction of the medium is required. In cases of extremely sensitive information a combination of methods may be desirable.

To remove data and software from rewritable storage devices or media, the Wipe Drive program needs to be run. Wipe Drive is a Department of Defense (DoD) 5220.22-compliant sanitation program. The DoD 5220.22-compliant, programs must use the DoD's "three-pass" process to: (1) overwrite all electronically addressable locations on the device with a character; (2) overwrite it again with the same character's complement bit configuration; and then (3) overwrite it again with a random character. Finally, the program must perform a verification process to assure that the cleaning has been accomplished.

3.3 Special Requirement for Non-Working Hard Drives

- Hard drives that are no longer functional will need to be destroyed to ensure that data is unrecoverable. This should be done by physical destruction of the hard drive using the hard drive destroyer.

3.4 Disposal of Software/Hardware

- Software
 - All software approved for disposal should be shredded, including all media and documentation.

- Hardware
 - Update PC Inventory to reflect the disposal status.
 - PC Support staff will get proper approval for disposal.

- Items valued under \$5000
 - A help desk ticket will be submitted and assigned to the technician to complete the disposal.
 - All hardware will be delivered to the E-Recycling Center. The collection site is the Information Technology department, 425 W. Main Street, Abingdon Virginia.
 - Once the hardware has been taken to the E-Recycling Center the help desk ticket will be closed.

- Items valued \$5000 and up
 - All Electronic/ computer/ network hardware designated for disposal with an initial purchase price of \$5000 or more needs additional approval by the Information Technology Director.
 - If this item has value, a request needs to be submitted for posting of the item to approved government auction site, otherwise follow the normal disposal process.

522 Workplace Violence Prevention

We are committed to preventing workplace violence and making the Town of Abingdon a safe place to work. This policy explains our guidelines for dealing with intimidation, harassment, violent acts, or threats of violence that might occur during business hours or on our premises at anytime.

You are expected to treat your co-workers, including supervisors and temporary employees, with courtesy and respect at all times. You should not fight, play tricks on others, or behave in any way that might be dangerous to other people.

The Town of Abingdon does not allow behavior at any time that threatens, intimidates, bullies, or coerces another employee, a customer, or a member of the public. This includes off-duty periods. We do not permit any act of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

You should immediately report a threat of violence or an act of violence by anyone to your supervisor or another member of management. If you report a threat of violence, give every detail you can.

Be sure to immediately report any suspicious person or activities to a supervisor. Do not place yourself in danger. If you see or hear trouble or a disturbance near your work area, do not try to see what is happening or try to stop it. **Contact 911 immediately.**

We will promptly and completely investigate all reports of violent acts or threats of violence. We will also promptly and completely investigate all suspicious people and activities. We will protect the identity of a person who makes a report when practical. Until we have investigated a report, we may suspend an employee, either with or without pay, if we think it is necessary for safety reasons or to do the investigation.

If you commit a violent act, threaten violence, or violate these guidelines in another way, you will be subject to disciplinary action, up to and including termination of employment.

If you are having a dispute with another employee, we encourage you to talk it over with your supervisor or the Director of Human Resources. The Town of Abingdon wants to help you work out problems before they become more serious and possibly violent. We will not discipline you for bringing these types of problems to our attention.

601 Family and Medical Leave Act (FMLA)

Through the Family and Medical Leave Act (FMLA), the Town of Abingdon provides medical leaves of absence to eligible employees who become temporarily unable to work due to a serious health condition or disability. For FMLA leave purposes, a serious health condition or disability includes inpatient care in a hospital, hospice, or residential medical care facility. It also includes continuing treatment by a health care provider. It also includes temporary disabilities associated with pregnancy, childbirth, and related medical conditions. For more in depth information regarding what is covered under FMLA, please visit <https://www.dol.gov/whd/fmla/>.

Regular Full-Time Employees are eligible to request FMLA leave if they meet the below eligibility requirements.

Eligible employees must meet the below guidelines:

FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

- Twelve workweeks of leave in a 12-month period for:
 - the birth of a child and to care for the newborn child within one year of birth;
 - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 - to care for the employee's spouse, child, or parent who has a serious health condition;
 - a serious health condition that makes the employee unable to perform the essential functions of his or her job;
 - any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" **or**
- Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military care giver leave).
- When both spouses are employed by the Town, they are jointly entitled to a combined total of twelve (12) work weeks of family leave for the birth or placement with the employee of a child for adoption or foster care, and to care for a parent who has a serious health condition.

If you think you will need FMLA leave, give your request to your supervisor at least 30 days before the leave would start. This will help us plan for your possible absence. If it is an unexpected situation, make your request as soon as possible.

We require a health care provider's statement verifying that you need a medical leave, when the leave would start and the expected end dates. You are responsible for telling us if that

information changes later. Before you can return to work, we will require verification from a health care provider that says you are fit to return.

If you sustain a work-related injury, you are eligible for FMLA leave for the period of disability in accordance with the laws covering occupational disabilities.

Subject to the terms, conditions, and limitations of the applicable plans, the Town of Abingdon will continue to provide your health insurance benefits for the full period of approved FMLA leave. However, you are responsible for your plan-specific premium, which should be paid to the Town of Abingdon on the 1st of each month, during an unpaid leave.

Your benefits, such as vacation, sick time, or holiday benefits, will not accrue during an unpaid leave. When you return from leave, the benefits will start accruing again.

Please provide two weeks advance notice before you plan to return. When you return from FMLA leave, you will go back to the same job if it is still available. If that job is no longer available, we will place you in an equivalent job for which you are qualified.

*Employees must use all accrued sick and vacation time, in that order, while on FMLA leave. FMLA runs concurrently with short-term disability leave (Section 318).

602 Health Related Leaves of Absence

Regular Full-Time Employees who have not yet completed twelve (12) months of continuous employment prior to their need for leave and consequently do not qualify for FMLA may request an unpaid leave of absence for the employee's own medical reasons which meet the definition of a "serious health condition" or for family bonding as a result of the birth or adoption of a child. "Leave" is defined as an employee requiring more than five (5) consecutive days off work due to a personal health-related issue or for family bonding. Approvals or denials and the duration of such leave will be made consistent with decisions granted to other employees who have had similar requests and circumstances, and without discrimination.

Duration of Leave: Leaves will be considered for periods up to, but not to exceed, six (6) weeks in duration in a rolling 12-month period and may be taken on an intermittent or reduced schedule basis. An employee's position will be held (protected) for up to the maximum period of six (6) weeks while on an approved leave of absence. Leaves resulting from maternity will be the only exception to this defined duration and will be a maximum of eight (8) weeks if dictated by medical certification.

Notification: The standard advance notification to the employer for *foreseeable* leave is 30 days. If leave is necessitated by an emergency, notification to Human Resources is required as soon as practical and no later than two (2) business days after the employee goes on leave.

Certification: Medical certification is required prior to the commencement of foreseeable leave or as soon as is practical after the leave begins (maximum of 15 days for emergency leaves). The employee may be requested to recertify the condition and the timing of such requests will be dependent upon the information provided on prior certifications.

Use of Accrued Time: Health-related leaves are unpaid. Employees will be required to use all of their own accrued/earned sick and vacation time (in that order) as a part of their leave. Once that bank of time has been exhausted, the remainder of the leave will be unpaid unless time is donated to the employee through the Town's Time-Off Donation Program. No sick or vacation time will accrue while an employee is on leave but once the employee returns to the job time accrual will resume.

Benefits: During approved leave, a covered employee will be required to pay the employee portion of insurance premium(s) as if actively working and the Town will continue to pay the employer portion. However, covered employees who exhaust the maximum duration of approved leave will have experienced a "qualifying event" and will be offered COBRA to maintain mandated continuation benefits as they no longer qualify per the plan's definition of eligibility. Employees who do not return to work due to *circumstances which are under their control* may be responsible for reimbursing the Town for any premiums paid on their behalf while on leave. [An example would be a new mother who is able to return to work but chooses not to do in order to remain home to care for the newborn.]

Return to Work: Employees on a leave due to personal illness are required to supply Human Resources with a physician's "Return to Work" statement, preferably before, but no later than, their first day back on the job. The statement must release them to resume work and clearly explain restrictions (if any). Without this release, the employee cannot be allowed to work. Employees

who fail to notify Human Resources of their medical release or who fail to return to work on agreed return dates will be considered to have voluntarily resigned from their job.

Other Employment While on Leave: Employees may not be engaged in gainful employment while on an approved leave of absence from their duties at the Town. Being otherwise employed is a violation of our leave policy and may result in the employee losing the benefits associated with such a leave and corrective action up to and including termination.

Exhaustion of Leave: An employee who is not released by their health care provider to return to work upon exhaustion of the maximum leave period will no longer have job protection at the Town or insurance continuation as if actively working absent other factors that could affect such action.

Re-Application: Employees who leave employment under these conditions are considered “in good standing” and when they are released by their health care provider and are able to return to employment they may reapply for any open position for which they are qualified within the Town. They must meet the minimum qualifications for the position and will be given the same consideration for employment afforded other candidates having similar qualifications.

Insurance Continuation: Termination of employment is a qualifying event for purposes of some insurance continuation. Under these circumstances, an eligible employee will be offered COBRA to maintain mandated continuation benefits. All regulations and obligations pertaining to continuation will be communicated to the employee at that time. Continuation is the employee’s option and the full premium(s) is the employee’s obligation.

FMLA Eligibility: Employees who attain eligibility for FMLA during or within 12 months of taking Non-FMLA leave will have their FMLA allotment for the twelve-month period reduced by the amount of time taken as Non-FMLA leave. For example, if four (4) weeks of Non-FMLA leave is taken in October 2021 and the employee becomes eligible for FMLA in January 2022, the employee will be eligible for an additional eight (8) weeks of leave between January 2022 and the September 30, 2022, for a total of 12 weeks in a 12-month allotment period.

605 Military Leave

The Town of Abingdon will grant a military leave of absence if you are absent from work because you are serving in the U. S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). You must give your supervisor advance notice of upcoming military service, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable.

You will receive full pay if you are on leave for a two-week training assignment or a shorter absence. You will not be paid for military leave beyond two weeks. However, you may use any available accrued paid time off, such as vacation or sick leave, to help pay for the leave.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which you are otherwise eligible.

Your benefits, such as vacation, sick leave, or holiday benefits, will not accrue during a military leave. When you return from leave, the benefits will start accruing again.

If you are on military leave for up to 30 days, you must return to work on the first regularly scheduled work period after your service ends (allowing for reasonable travel time). If you are on military leave for more than 30 days, you must apply for reinstatement in accordance with USERRA and applicable state laws.

When you return from military leave (depending on the length of your military service in accordance with USERRA), you will be placed either in the position you would have attained if you had stayed continuously employed or in a comparable position. For the purpose of determining benefits that are based on length of service, you will be treated as if you had been continuously employed.

If you have questions about military leave, contact the Director of Human Resources for more information.

For more information about the USERRA guidelines, please visit:

https://www.dol.gov/vets/programs/userra/userra_fs.htm

701 Employee Conduct and Work Rules

We expect you to follow certain work rules and conduct yourself in ways that protect the interests and safety of all employees and the Town of Abingdon.

While it is impossible to list every action that is unacceptable conduct, the following lists some examples. Employees who break work rules such as these may be subject to disciplinary action, up to and including termination of employment:

- * Theft or inappropriate removal or possession of property
- * Falsification of timekeeping records
- * Working under the influence of alcohol or illegal drugs
- * Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- * Fighting or threatening violence in the workplace
- * Boisterous or disruptive activity in the workplace
- * Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- * Insubordination or other disrespectful conduct
- * Violation of safety or health rules
- * Smoking in prohibited areas
- * Sexual or other unlawful or unwelcome harassment
- * Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- * Excessive absenteeism or any absence without notice
- * Unauthorized absence from work station during the workday
- * Unauthorized use of telephones, mail system, or other employer-owned equipment *
- Unauthorized disclosure of business "secrets" or confidential information
- * Violation of personnel policies
- * Unsatisfactory performance or conduct

Since your employment with the Town of Abingdon is voluntary and at will, you may terminate your employment at any time you want, with or without cause or advance notice. Likewise, the Town of Abingdon may terminate your employment at any time, with or without cause or advance notice.

702 Drug and Alcohol Use

The Town of Abingdon is committed to being a drug-free, healthful, and safe workplace. You are required to come to work in a mental and physical condition that will allow you to perform your job satisfactorily.

The Town of Abingdon employees may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs while on the Town of Abingdon premises or while conducting any business-related activity away from the Town of Abingdon premises. You may use legally prescribed drugs on the job only if they do not impair your ability to perform the essential functions of your job effectively and safely without endangering yourself or others.

If you violate this policy, it may lead to disciplinary action, up to and including immediate termination of your employment. We may also require that you participate in a substance abuse rehabilitation or treatment program. If you violate this policy, there could also be legal consequences.

If you have questions or concerns about substance dependency or abuse, you are encouraged to use the Employee Assistance Program. You can also discuss these matters with your supervisor or the Director of Human Resources to get help and referrals to community resources.

If you have a drug or alcohol problem, you may participate in a rehabilitation or treatment program through our health insurance benefit coverage, if your substance abuse problem has not already resulted in disciplinary action and you are not currently subject to immediate disciplinary action.

Under the Drug-Free Workplace Act, if you perform work for a government contract or grant, you must notify the Town of Abingdon if you have a criminal conviction for drug-related activity that happened at work. You must make the report within five days of the conviction.

If you have questions about this policy or issues related to drug or alcohol use at work, you can raise your concerns with your supervisor or the Director of Human Resources without fear of reprisal.

*Employees may be subject to random quarterly drug testing. (See Section 714 for more information on Drug Testing)

703 Sexual and Other Unlawful Harassment

The Town of Abingdon is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. The Town of Abingdon will not tolerate any actions, words, jokes, or comments based on a person's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- * Unwanted sexual advances.
- * Offering employment benefits in exchange for sexual favors.
- * Making or threatening reprisals after a negative response to sexual advances.
- * Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- * Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- * Verbal sexual advances or propositions.
- * Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- * Physical conduct that includes touching, assaulting, or impeding or blocking movements.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

If you experience or witness sexual or other unlawful harassment at work, report it immediately to your supervisor. If your supervisor is unavailable or you believe it would be inappropriate to discuss it with your supervisor, you should immediately contact the Director of Human Resources or any other member of management. There will not be punishment or reprisal if you report sexual harassment or ask questions or raise concerns about it.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and the confidentiality of any witnesses and the alleged harasser

will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the Director of Human Resources or any member of management so it can be investigated in a timely and confidential manner. Any employee who engages in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

704 Attendance and Punctuality

We expect the Town of Abingdon employees to be reliable and punctual. You should report for work on time and as scheduled. If you cannot come to work or you will be late for any reason, you must notify your supervisor as soon as possible.

Unplanned absences can disrupt work, inconvenience other employees, and affect productivity. If you have a poor attendance record or excessive lateness, you may be subject to disciplinary action, up to and including termination of employment.

705 Personal Appearance

Personal appearance means how you dress, how neat you are, and your personal cleanliness standards. Your personal appearance can influence what the community thinks about the Town of Abingdon. Personal appearance can also impact the morale of your co-workers.

During business hours or whenever you represent the Town of Abingdon, you should be clean, well groomed, and wear appropriate clothes.

If your supervisor finds that your personal appearance is inappropriate, you will be asked to leave work and return properly dressed and groomed. If you are asked to leave, you will not be paid for the time you are away from work. See your supervisor if you are not sure about the correct clothing standards for your job.

Where necessary, the Town of Abingdon may make a reasonable accommodation to this policy for a person with a disability.

- The following examples should help you understand the Town of Abingdon personal appearance guidelines:
- In specific departments shoes must provide safe, secure footing, and offer protection against hazards.
- Offensive body odor and poor personal hygiene is not professionally acceptable.
- Perfume, cologne, and aftershave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances.
- Shirts that display political views or offensive language/gestures are not acceptable.

706 Return of Property

The Town of Abingdon may loan you property, materials or written information to help you do your job. You are responsible for protecting and controlling any property we loan you.

You must also return it promptly if we ask. If you stop working at the Town of Abingdon, you must return all Town of Abingdon property immediately.

If you fail to return any Town owned property, the Town will follow the legal process as outlined by state and federal laws.

708 Resignation

Resignation means that you voluntarily terminate your employment with the Town of Abingdon. If you decide to resign, we would like you to tell us in writing at least 2 weeks before the date you will leave. Although advance notice is not required, you will be helping your co-workers because there will be more time to reassign work and replace you if necessary.

Before an employee leaves, we schedule an exit interview with the Director of Human Resources. The exit interview helps us to understand why the employee is resigning. We can also talk about the changes to your benefits, as well as, collect any Town property that had been assigned to the employee. If you fail to return any Town owned property, the Town will follow the legal process as outlined by state and federal laws.

714 Drug Testing

We are committed to making the Town of Abingdon a safe, efficient, and productive work environment for all employees. There can be serious safety and health risks if an employee uses or is under the influence of drugs on the job. We may ask job applicants and employees to provide body substance samples, such as urine and/or blood. We will use the samples to check for the illegal or illicit use of drugs. If you refuse to be tested for drugs, you may be subject to disciplinary action, up to and including termination of employment.

Our Employee Assistance Program (EAP) can give you confidential counseling and referral services with problems such as drug and/or alcohol abuse or addiction. It is your responsibility to ask for assistance from the EAP before the Town of Abingdon has to take disciplinary action because of your judgment, performance, or behavior. While we support you using the EAP to get help, we may still take disciplinary action, up to and including termination of employment.

Applicants: All job offers made are conditional based upon drug tests results and other background information. The Town of Abingdon requires drug/alcohol screening as part of the required medical examination for all applicants that are offered employment with the Town, rehires including employees seeking transfer or promotion into the following positions:

- *Sworn Police positions

- *Positions requiring a Commercial Driver's License

- *Candidates for other safety sensitive positions that are of a nature such that the potential risk justifies screening.

The successful applicant being offered a covered position will provide a specimen for screening by urinalysis for drugs and other appropriate tests for alcohol. Drug/alcohol screening will be performed under standard medical procedures as determined by the Town, in consultation with its third party laboratory vendor. A positive test for drugs or alcohol shall be grounds for disqualification from employment.

Employees:

The drug/alcohol screening tests conducted by the Town will include for-cause testing, testing of persons applying for or seeking promotion to covered positions within the Town, testing as a part of some employees' annual or periodic physical exams, in some instances, random testing and other testing necessary to comply with Department of Transportation regulations. Selected testing (ie: annual or periodic testing as part of a physical, random testing, etc., as contrasted with for cause testing) shall include a consideration of the nature of the jobs and the work-related needs of the department.

Employees are expected to report to work on time and in appropriate mental and physical condition for work. In order to accomplish the Town's goals and maintain employee productivity, an employee must:

1.) Not have a detectable presence of illegal drugs in his/her system, have an alcohol concentration of 0.02 (or greater) or the legal limit in Virginia, whichever is less, be under the influence of, nor have his/her ability to perform job duties impaired by alcohol or any other drugs whether legal or illegal, while on duty or on call, while on Town property or while off Town property in an official capacity, or at any time while operating a Town vehicle. Any employee, who as a result of testing is found to have a detectable presence of illegal drugs or an alcohol concentration of 0.02 or greater in his/her system, regardless of when, where or how the substance entered the employee's system, will be in violation of this policy.

Should a drug test result in "dilute" then the Town has the discretion to order a second test promptly following the initial test. In the event that two consecutive drug test results indicate "dilute" it will be considered a positive result and no further testing will occur at the Town's expense.

2.) Not use alcohol while on duty or report to work with the odor of alcohol on his/her breath or person.

3.) Not consume, use, possess, sell, buy, distribute, or offer to sell, to buy, or to distribute, or to manufacture any illegal drugs or alcohol or any substance that purports to be an illegal substance, any time during the scheduled work day, while on Town property, or while off Town property in an official capacity or at any time while operating a Town vehicle.

4.) Submit to a drug or alcohol screening test when requested to do so by the Director of Human Resources, pursuant to the provisions of the Town's Drug/Alcohol Testing Guidelines and/or Department of Transportation regulations as applicable. It shall be the responsibility of the Department head to contact the Director of Human Resources upon such reasonable cause.

5.) Provide, within twenty-four hours of request, a current valid prescription for any controlled substance or drug found to be in the employee's possession or identified in a positive drug screening analysis.

NOTE: Failure to provide the prescription shall give rise to a presumption that the employee did not legally possess or use the controlled substance or drug.

Reasonable Cause Testing:

The Town of Abingdon may require a current employee to undergo a drug or alcohol screen if there is reasonable cause to believe that the employee is under the influence of drugs or alcohol during work hours.

Circumstances which constitute a basis for reasonable cause may include, but are not limited to:

- 1.) A pattern of abnormal or erratic behavior, including but not limited to: hyperactivity, unexplained mood or personality changes, paranoia, hallucinations.
- 2.) Information which is provided by an individual who, in the judgment of the Department head, is a reliable and credible source.
- 3.) Work-related accidents or personal injuries that may have been caused by human error.

- 4.) Direct observation of drug or alcohol use.
- 5.) Presence of the physical symptoms of drug or alcohol use, including but not limited to: glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes, onset of unusual perspiration or shakes, unusual drowsiness or sluggishness.
- 6.) Disregard or violations of established safety, security or other operating procedures.
- 7.) Excessive time away from the workplace, excessive absenteeism or tardiness pattern.
- 8.) Possession of alcohol or illegal drugs; or the presence of alcohol, alcohol containers, illegal drugs, or drug paraphernalia in an area subject to the employee's control.
- 9.) Unexplained inability to think or reason at the employee's normal levels.
- 10.) Fighting or combative or assaultive behavior.

Random Testing:

In compliance with Department of Transportation regulations, all Town employees whose job duties require them to possess a valid Commercial Driver's License must submit to random drug testing.

Other departments may also be included in a program of random drug/alcohol testing.

Testing during Periodic Physical Examinations:

An employee who completes a regularly scheduled physical examination, as a part of his/her job, will undergo a drug/alcohol test as a part of the periodic physical.

716 Progressive Discipline

This policy describes the policy for administering fair and consistent discipline for unsatisfactory conduct with the Town of Abingdon.

We believe it is important to make sure that all employees are treated fairly and that disciplinary actions are prompt, consistent, and impartial. The major purpose of a disciplinary action is to correct the problem, prevent it from happening again, and prepare the employee for satisfactory performance in the future.

Although your employment is based on mutual consent and both you and the Town of Abingdon have the right to terminate employment at will, with or without cause or advance notice, the Town of Abingdon may use progressive discipline at its discretion.

Disciplinary action may be any of the following four steps: 1) verbal warning, 2) written warning, 3) suspension with or without pay, or 4) termination of employment. We will look at how severe the problem is and how often it has happened when deciding which step to take. There may be circumstances when one or more steps are bypassed.

In most cases, progressive discipline means that we will normally take these steps in the following order: 1) a first offense may call for a verbal warning; 2) a next offense may be followed by a written warning; 3) another offense may lead to a suspension; and, 4) still another offense may then lead to termination of employment.

In very serious situations, some types of employee problems may justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

You should also look at the Employee Conduct and Work Rules policy in this Handbook. That policy lists examples of unacceptable conduct that might result in immediate suspension or termination of employment. However, some of the examples of unsatisfactory conduct listed may result in the progressive discipline process described above instead of immediate suspension or termination.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and the Town of Abingdon.

718 Problem Resolution

The Town of Abingdon encourages an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the Town of Abingdon supervisors and management.

The Town of Abingdon tries hard to ensure fair and honest treatment of all employees. We expect supervisors, managers, and employees to treat each other with mutual respect. We encourage employees to give positive and constructive criticism to each other.

If you disagree with the Town of Abingdon rules of conduct, policies, or practices, you can state your concerns through the problem resolution procedure described in this policy. You will not be penalized, formally or informally, for making a complaint as long as you do it in a reasonable, business-like manner. You will also not be penalized for using this problem resolution procedure.

If a situation occurs when you believe that a condition of employment or a decision that affects you is not fair, you are encouraged to use the following problem resolution steps. You may stop the procedure at any step.

1. You present the problem to your supervisor after the incident occurs. If your supervisor is unavailable or you believe it would be inappropriate to discuss it with your supervisor, you may present the problem to the Director of Human Resources or any other member of management.
2. Your supervisor responds to the problem during discussion or after consulting with appropriate management, when necessary. Your supervisor documents the discussion.
3. You present the problem to the Director of Human Resources if the problem is not resolved.
4. The Director of Human Resources counsels and advises you, helps you to put the problem in writing, visits with your managers, if necessary, and directs you to the Town Manager or Assistant Town Manager for a review of the problem.
5. You present the problem to the Town Manager or Assistant Town Manager in writing.
6. The Town Manager or Assistant Town Manager reviews and considers the problem. The Town Manager or Assistant Town Manager informs you of the decision and forwards a copy of the written response to the Director of Human Resources for your file. The Town Manager or Assistant Town Manager has full authority to make any adjustment that is determined to be appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction. However, we believe that honest discussion and listening to each other will build confidence between employees and management and help make the Town of Abingdon a better place to work.

719 Grievance Procedure

Grievance Procedure

Policy Statement: The Town of Abingdon desires to resolve employee complaints and grievances in a fair and equitable manner. If the department supervisor cannot resolve employee complaints, then the Employee has the Grievance Procedure to use, to resolve the problem.

Employees whose grievance result from work situations deserve, and have the right to submit grievances for orderly resolution with complete freedom from discrimination, coercion, recrimination, restraint, or reprisal. The resolution of grievances promotes more effective employer-employee relationships and is in the best mutual interests of all affected parties.

The Town Manager may designate an appropriate individual as his designee for any purposes under this Procedure unless otherwise specified.

Coverage: The provisions of this procedure shall apply to all Town employees, except:

- (1) Appointees of elected groups or individuals;
- (2) Officials and employees by appointed by Council pursuant to Abingdon Town Charter Chapter 4, who serve at the pleasure of Council;
- (3) Department heads;
- (4) Employees whose terms of employment are limited by law;
- (5) Probationary, temporary, limited term and seasonal employees;

All of which (1) –(5) have no grievance procedure; and

(6) Law-enforcement officers as defined in Chapter 5 (§ 9.1-500 et seq.) of Title 9.1 whose grievance is subject to the provisions of Chapter 5 (§ 9.1-500 et seq.) of Title 9.1, as may be amended, and who have elected to proceed pursuant to those provisions in the resolution of their grievance. Law enforcement officers must declare which process they elect to use when they file their grievance.

Determination of Grievability: The grievance procedure is not intended to limit or modify the existing rights of the Town Management in any of the following areas: (a) directing the work of employees; (b) personnel selection; (c) maintaining the efficiency of the Town operations; (d) relieving employees from duties of the Town in emergencies; and (e) determining the methods, means, and personnel required to carry on Town operations.

Whenever a Department Head receives a properly filed completed Grievance form in writing, he/she shall forward a copy of the grievance to the Town Manager along with a request that the Town Manager decide whether the matter is grievable. In addition, the grievant may request from the Town Manager a determination of grievability. The Town Manager shall decide,

within five (5) working days of the request, whether the matter is grievable. A copy of the decision shall be sent to the grievant and the Department Head.

Decisions of Town Manager may be appealed to the Circuit Court for Washington County for a hearing on the issue of whether the grievance qualifies for a panel hearing. Proceedings for review of the decision of the Town Manager shall be instituted by the grievant by filing a notice of appeal with the Town Manager within 10 calendar days from the date of receipt of the decision and giving a copy thereof to all other parties. Within 10 calendar days thereafter, the Town Manager shall transmit to the clerk of the court to which the appeal is taken: a copy of the decision of the Town Manager, a copy of the notice of appeal, and the exhibits. A list of the evidence furnished to the court shall also be furnished to the grievant. The failure of the Town Manager to transmit the record shall not prejudice the rights of the grievant. The court, on motion of the grievant, may issue a writ of certiorari requiring the Town Manager to transmit the record on or before a certain date.

Within 30 days of receipt of such records by the clerk, the court, sitting without a jury, shall hear the appeal on the record transmitted by the Town Manager or his designee and such additional evidence as may be necessary to resolve any controversy as to the correctness of the record. The court, in its discretion, may receive such other evidence as the ends of justice require. The court may affirm the decision of the Town Manager, or may reverse or modify the decision. The decision of the court shall be rendered no later than the fifteenth day from the date of the conclusion of the hearing. The decision of the court is final and is not appealable.

Definition of grievance. A grievance shall be a complaint or dispute by an employee relating to his employment, including but not necessarily limited to (i) disciplinary actions, including dismissals, disciplinary demotions, and suspensions, provided that dismissals shall be grievable whenever resulting from formal discipline or unsatisfactory job performance; (ii) the application of personnel policies, procedures, rules and regulations, including the application of policies involving matters referred to in subdivision 2 (iii) below; (iii) discrimination on the basis of race, color, creed, religion, political affiliation, age, disability, national origin or sex; and (iv) acts of retaliation as the result of the use of or participation in the grievance procedure or because the employee has complied with any law of the United States or of the Commonwealth, has reported any violation of such law to a governmental authority, has sought any change in law before the Congress of the United States or the General Assembly, or has reported an incidence of fraud, abuse, or gross mismanagement. For the purposes of clause (iv) there shall be a rebuttable presumption that increasing the penalty that is the subject of the grievance at any level of the grievance shall be an act of retaliation.

The following complaints are nongrievable: (i) establishment and revision of wages or salaries, position classification or general benefits; (ii) 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; (iii) the contents of ordinances, statutes or established personnel policies, procedures, rules and regulations; (iv) failure to promote except where the employee can show that established promotional policies or procedures were not followed or applied fairly; (v) the

methods, means and personnel by which work activities are to be carried on; (vi) 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, termination, layoff, demotion or suspension from duties because of lack of work, reduction in work force, or job abolition; (vii) the hiring, promotion, transfer, assignment and retention of employees within the local government; and (viii) the relief of employees from duties of the local government in emergencies. In any grievance brought under the exception to clause (vi) of this subdivision, the action shall be upheld upon a showing by the local government that: (i) there was a valid business reason for the action and (ii) the employee was notified of the reason in writing prior to the effective date of the action.

Grievance Procedures: All grievable disputes, as defined in the preceding paragraphs, will be administered in the specified manner and processed within the stated time limits. Time limits may be extended only upon the mutual agreement of the Town Manager, or his designee, and the grievant.

The employee filing a complaint shall have, at every step of the procedure, the right to present witnesses and evidence to support his/her complaint with complete freedom from reprisal.

STEP 1: An employee who has a grievance shall discuss (orally) the problem with his/her immediate supervisor. The employee must present his/her initial grievance to his/her immediate supervisor within twenty (20) working days of the complaint occurrence. The immediate supervisor shall investigate and respond to the employee within three (3) working days after the employee's initial discussion of the matter with him/her.

STEP 2: If the response to step 1 is not acceptable to the grievant, the grievant may file, within five (5) working days from receipt of the immediate supervisor's response, a written grievance with his/her immediate supervisor with a copy of the grievance forwarded to the respective Department Head. The written grievance must be filed on a completed Grievance form (located in "Appendix A" of Personnel Handbook) and must specify the relief expected.

The Department Head shall meet face to face with the grievant within two (2) working days after he/she had received the determination of grievability from the Town Manager.

A written reply by the Department Head shall be made to the grievant within three (3) working days following the meeting.

STEP 3: If the Department Head's reply from step 2 is not acceptable to the grievant, he/she may request in writing, within three (3) working days from receipt of the reply, a meeting with the Town Manager for further consideration of the grievance. This face-to-face meeting shall be scheduled within five (5) working days from receipt of this request.

The Town Manager shall hear both sides of the dispute, shall investigate the cause for the dispute, and shall provide a written reply to the grievant within ten (10) working days of the meeting.

The grievant may have a representative of his/her choice at this meeting. If the grievant is represented by legal counsel, the Town Manager may also be represented by counsel.

STEP 4: If the reply from step 3 is not acceptable to the grievant, he/she may submit his/her grievance for a hearing before an impartial panel. The request for a panel hearing shall be made on the Panel Hearing Request Form, found in Appendix A. Request for a panel hearing must be received by the Town Manager within five (5) working days after the receipt of the third step reply.

- (1) Selection of Grievance Panel- The final step in the grievance procedure shall be a hearing before an impartial three (3) member panel composed of one member appointed by the grievant and one member appointed by the Town Manager. Both such appointments shall be made within ten (10) working days after the Town Manager's receipt of the request for a hearing. The third member of the panel shall be selected by the first two panel members. They shall accomplish this selection within twenty (20) working days after the Town Manager's receipt of the request for a hearing. In the event that agreement cannot be reached as to a final panel member, the Chief Judge of the Washington County Circuit Court shall select the third panel member within thirty (30) working days after receipt of the Town's request for the selection. In all cases, the third panel member shall be chairperson of the panel.

The Grievance panel shall not be composed of any persons having direct involvement with the grievance being heard by the panel, or with the complaint or dispute giving rise to the grievance. Managers who are in a direct line of supervision of a grievant, persons residing in the same household as the grievant and the following relatives of a participant in the grievance process or a participant's spouse are prohibited from serving as 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 panel has the responsibility to interpret the application of appropriate Town policies and procedures in the grievance case. It does not have the prerogative to formulate or to change Town policies or procedures.

- (2) Conduct of Hearing- The panel shall set the time for the hearing, which shall be held as soon as practicable but no more than ten (10) working days after the panel has been selected, and shall notify the grievant in writing of the date and time of the hearing. The grievant may have present at the hearing a representative or legal counsel at his/her expense. Copies of the grievance file shall be sent by the Town Manager or designee to the panel members.

The conduct of the hearing shall be as follows:

- (1) The panel shall not have authority to formulate policies or procedures or to alter existing policies or procedures;

(2) The panel shall have the discretion to determine the propriety of attendance at the hearing of persons not having a direct interest in the hearing, and, at the request of either party, the hearing shall be private;

(3) The Town Manager shall provide the panel with copies of the grievance record prior to the hearing, and provide the grievant with a list of the documents furnished to the panel, and the grievant and his attorney, at least 10 days prior to the scheduled hearing, shall be allowed access to and copies of all relevant files intended to be used in the grievance proceeding;

(4) At the beginning of the hearing, the panel may ask for statements clarifying the issues involved.

(5) Customarily, the grievant shall present his/her claim, proof and witnesses who shall submit to questions or examination first, followed by the Town. However, the panel shall have the authority to determine the admissibility of evidence without regard to the burden of proof, or the order of presentation of evidence, so long as a full and equal opportunity is afforded to all parties for the presentation of their evidence and when so received, shall be marked and made part of the record. The parties shall produce any additional evidence the panel may deem necessary for an understanding and determination of the dispute.

(6) All evidence be presented in the presence of the panel and the parties, except by mutual consent of the parties;

(7) Documents, exhibits and lists of witnesses be exchanged between the parties or hearing officer in advance of the hearing;

(8) The majority decision of the panel, acting within the scope of its authority, be final, subject to existing policies, procedures and law;

(9) The panel's decision be provided within a specified time to all parties; and

(10) Such other provisions as may facilitate fair and expeditious hearings, with the understanding that the hearings are not intended to be conducted like proceedings in courts, and that rules of evidence do not necessarily apply.

The panel chairman shall inquire specifically of all parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the chairman shall declare the hearing closed.

The hearings may be reopened by the panel on its own motion or under application of a party for good cause shown at any time before the award is made.

- (3) Decision – The decision of the panel shall be filed in writing by the Chairman with the Town Manager not later than fifteen (15) full working days after the completion of the hearing and shall be final, binding and consistent with provisions of law and written policy. The question of whether the relief granted by a panel is consistent with written policy shall be determined by the Town Manager within 15 working days. In such case, when the decision is not made by the Town Managers, it shall be passed to the Commonwealth’s Attorney Office of Washington County. The decision shall be made in the format attached to this policy. The panel chairman shall have the authority to extend this time limit as deemed necessary.

Copies of the decision shall be transmitted to the grievant and the Grievant’s supervisor.

Either the grievant or the Town Manager may petition the Circuit Court for an order requiring implementation of the panel decision.

Non-Compliance with Procedural Requirements: If, after the initial filing of a written grievance, either the grievant or the Town fails to comply, without just cause, with all substantial procedural requirements of the grievance procedure, a decision in favor of the other party on any grievable issue shall result. Such a decision shall not occur however, if the party not in compliance corrects the noncompliance within five (5) work days of receipt of a written notification from the other party of the procedural violation. Such written notification by the grievant shall be made to the Town Manager.

A decision in favor of the other party shall result if either the grievant or the Town fails to comply, without just cause, with all substantial procedural requirements at the panel hearing.

720 New Media/FOIA/Information Requests

To ensure that all Town of Abingdon related information is accurate and up to date, all requests for news comment or release of information are to be referred to the office of the Town Manager.

No statement which involves the Town of Abingdon, its policies, clients or employees is to be released verbally or in writing by any employee; all inquiries are to be referred to the Town Manager.

720-1 Information Requests (FOIA - Freedom of Information Act)

As a Town employee, you may be approached in person, by phone or in writing by citizens or Town Council Members about providing Town specific information. As an employee, it is your responsibility to forward any request(s) for Town information to the Town's FOIA official, at FOIA@abingdon-va.gov.

**The Virginia Freedom of Information Act (FOIA), located § 2.2-3700 et seq. of the Code of Virginia, guarantees citizens of the Commonwealth and representatives of the media access to public records held by public bodies, public officials, and public employees.*

A public record is any writing or recording — regardless of whether it is a paper record, an electronic file, an audio or video recording, or any other format — that is prepared or owned by,

or in the possession of a public body or its officers, employees or agents in the transaction of public business. All public records are presumed to be open, and may only be withheld if a specific, statutory exemption applies.



Town of Abingdon Grievance Form A

Grievant Name:	
Position and Department:	
Date Submitted:	
Date Grievance Occurred:	

Nature of Grievance:
Specific Relief Expected:
First Step Remedy:

Acceptable

Not Acceptable

Supervisor Signature

Date_____

Grievant Signature

Date_____



Town of Abingdon Grievance Form A

Grievant Name:	
Position and Department:	
Date Submitted:	
Date Grievance Occurred:	

Nature of Grievance:
Specific Relief Expected:
Second Step Remedy:

Acceptable

Not Acceptable

Supervisor Signature

Date_____

Grievant Signature

Date_____



Town of Abingdon Grievance Form A

Grievant Name:	
Position and Department:	
Date Submitted:	
Date Grievance Occurred:	

Nature of Grievance:
Specific Relief Expected:
Third Step Remedy:

Acceptable

Not Acceptable

Supervisor Signature

Date_____

Grievant Signature

Date_____



Town of Abingdon Grievance Form B

PART I – Grievant Panel Hearing Request

Must be submitted to the Town Manager within five (5) working days of Grievant’s receipt of *Third Step Grievance* reply

Grievant Name:	
Position and Department:	
Date Grievance Occurred:	
Date of receipt of notice Third Step Remedy:	

I hereby submit the grievance stated on Form A, filed in this matter on____ (date), to the Fourth Step panel hearing as provided in the Town of Abingdon Grievance procedure.

 Date of delivery of hearing request

 Grievant Signature

 Date of receipt of hearing request

 Town Manager Signature

PART II – Determination of Grievability

- Issue of Grievability must be submitted to Town Manager within five (5) working days of receipt of hearing request.
- Town Manager’s decision to be made within ten (10) calendar days of grievant request.
- If designated Department Head does not elect to submit question of Grievability to Town manager, then go to PART III.
- Grievant must attach a copy of Grievance Form A

PART II – Determination of Grievability continued

I hereby request the Town Manager determine whether the Grievant’s complaint is grievable.

Department Head Signature

Date

Town Manager Signature

Date Received

A copy of signed request for Determination of Grievability must be sent or delivered to Grievant.

The Town Manager has made the following determination of Grievability of Grievant's complaint:

The complaint **IS** grievable

Town Manager Signature/Date

The complaint is **NOT** grievable

Town Manager Signature/Date

The complaint is grievable **IN PART**

Town Manager Signature/Date

The parts which are NOT grievable are:
The reasons for the Town Manager's findings are:
Notice of determination regarding grievability has been mailed or delivered to Grievant on:

Town Manager Signature/Date

If matter is determined to be grievable, the Town Manager will arrange for panel selection and schedule a hearing for the grievable issues.

PART III – Panel Selection

- Must be completed within five (5) working days of Grievant’s request for hearing if issue of grievability is not raised

Or

- Within five (5) working days of Town Manager’s determination that matter is grievable if submitted for his determination.
 - The two members chosen must select a third member within the same five (5) day period

The Town Manager selects the below panel members:

1st Panel Member

Name

Title

Date

2nd Panel Member

Name

Title

Date



Town of Abingdon Grievance Panel Member Form

Panel Member Name:	
Panel Member Name:	

The above named panel members have selected the below person as the third member of the grievance panel.

Panel Member Name:	
Title:	
Date:	

Signed the _____ day of _____, _____

Approved By: _____



Town of Abingdon Incident Report Form

Status: <input type="checkbox"/> Employee <input type="checkbox"/> Contractor <input type="checkbox"/> Other Outcome: <input type="checkbox"/> Near Miss <input type="checkbox"/> Injury	
1. DETAILS OF INJURED PERSON	
Name:	Phone:
Address:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female
Experience in the job:	Position:
Shift Schedule:	Status: <input type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time
2. DETAILS OF INCIDENT	
Date:	Time: <input type="checkbox"/> AM <input type="checkbox"/> PM
Location of incident:	
Describe in detail what happened and how:	
3. DETAILS OF WITNESS(ES)	
Witness Name:	Phone: <input type="checkbox"/> Cell <input type="checkbox"/> Home
Address:	
4. DETAILS OF INJURY	
Nature of injury (i.e.: burn, cut, sprain):	
Cause of injury (i.e.: fall, slip):	
Location of injury on body (i.e.: back, left calf):	

Item which caused injury (i.e.: weed eater, hot water):	
5. TREATMENT ADMINISTERED	
First Aid given: <input type="checkbox"/> Yes <input type="checkbox"/> No	
First Aid administered by:	
Treatment provided:	
Referred to physician/urgent care: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reported to VACorp: <input type="checkbox"/> Yes <input type="checkbox"/> No	Claim ID #:
Reported to Human Resources: <input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION 6-9 MUST BE COMPLETED BY EMPLOYER

6. DID THE INJURED PERSON STOP WORK?			
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, state date and time stopped:			
Outcome:			
<input type="checkbox"/> Treated by Doctor <input type="checkbox"/> Hospitalized <input type="checkbox"/> Workers Compensation Claim			
<input type="checkbox"/> Returned to normal duties <input type="checkbox"/> Restricted duties <input type="checkbox"/> Rehabilitation			
7. INCIDENT INVESTIGATION (comments to include causal factors)			
8. RISK ASSESSMENT			
Likelihood of recurrence:			
Severity of outcome:			
Level of risk:			
9. ACTIONS TO PREVENT RECURRENCE			
ACTION	BY WHOME	DUE DATE	DATE COMPLETED
10. ACTIONS COMPLETED			
Supervisor Signature:		Date:	
<input type="checkbox"/> Feedback provided to person involved		Date:	

11. REVIEW COMMENTS	
OHS Committee/staff meeting:	
Reviewed by site supervisor:	Date:
Reviewed by Health & Safety Rep:	Date: