



TOWN OF STAR CITY
PERSONNEL POLICY
HANDBOOK

July 2011-
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First Edition

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If any provision or provisions of this Personnel Policy shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

1. PROLOGUE

The Town of Star City (“Town of Star City”) has promulgated the following personnel policies for its employees. These policies have been prepared to provide a general understanding of the Town of Star City’s employment and administrative guidelines and practices. We believe that it is important for those we serve, and for you, in your employment with the Town of Star City, that we be clear about our expectations for you as an employee. Therefore, you are requested to study our personnel policies and discuss the policies with your supervisor if you have any questions.

We regard you as a professional and as a co-worker interested in our mutual objective. The Town of Star City has an open-door policy under which you have the right to deal directly with your supervisor and other members of city council with reference to all working conditions. We encourage you to take advantage of that policy.

Best wishes to you as you begin what we hope will be your long career with the Town of Star City.

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

In accordance with applicable law, the Town of Star City will recruit, hire, train, and promote, for all job positions, as well as administer any and all personnel actions, without regard to race, color, religion, national origin, sex, age, disability, sexual preference, marital status, disability, Veteran status, political affiliation, or any other category protected by applicable law. Employment decisions will be based solely upon an individual’s qualifications for the position and prior performance.

3. REASONABLE ACCOMMODATION

The Americans with Disabilities and West Virginia Human Rights Act require employers to make reasonable accommodations for qualified applicants and employees with bona fide disabilities. An accommodation is not reasonable if it would result in undue hardship on the Town of Star City, or if it would result in a direct threat to employee health and safety.

The Town of Star City is committed to providing reasonable accommodations for the known disabilities of its employees and applicants. Such accommodations, depending upon the circumstances, may include, but are not limited to, workstation modification; making facilities accessible; adaptation of tools, equipment, and work schedules, etc. Reasonable accommodations will be designed so as to enable a qualified employee with a disability to perform the essential functions of the job in a safe and productive manner.

Should you desire a reasonable accommodation you should submit a request to the Mayor. The accommodation process is intended to be flexible and interactive, and requires the cooperation of both you and the Town of Star City.

4. DRUG AND ALCOHOL (DRUG-FREE WORKPLACE) POLICY

The Town of Star City's policy is to maintain a workplace free of drug and alcohol abuse. Unlawful manufacture, distribution, dispensing, possession, or use of drugs in the workplace is prohibited, as is working under the influence of or abusing drugs or alcohol in the workplace. As a condition of continued employment, you must agree to these terms. Further, you may be required to undergo a drug and/or alcohol test if management believes that there is reasonable suspicion that you have violated this policy. The Town of Star City's determination that reasonable suspicion exists to require the employee to undergo an alcohol and/or controlled substance test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances. If you occupy a safety-sensitive position, you may also be subject to random drug testing.

Employees are encouraged to meet with their supervisors to discuss drug or alcohol-related problems before they begin to surface in the workplace. Any disclosures made by you will be treated as confidential medical information.

Your decision to voluntarily seek assistance will not be used as the basis for disciplinary action or used against you in any disciplinary proceedings. **However, it is important to seek help before drugs or alcohol cause a violation of the Town of Star City's policies. Drugs and/or alcohol will not excuse such violations once they have occurred.**

You may be referred to any designated community agency or mental health professional for the purpose of receiving treatment for the drug dependency or alcohol problem.

Notification

You shall notify your supervisor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. The Town of Star City will notify any granting agency(ies) within ten (10) days after receiving actual notice of such conviction.

Definition of Terms

"Drug-free workplace" means a site for the performance of work done in connection with a specific grant or contract described in section 5152 or 5153 (41 USC 701 or 702) or an entity at which employees of such entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, §§ 5151-5160.

“Employee” means an employee or a grantee or contractor directly engaged in the performance of work pursuant to the provisions of the grant or contract described in Section 5152 or 5153.

“Conviction” means a finding of guilt, including a plea of *nolo contendere*, or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a local, state or federal criminal statute involving manufacture, distribution, dispensation, use or possession of any controlled substance.

Disciplinary Action

Violation of this policy, or knowingly permitting the violation of this policy, will result in disciplinary action, up to and including termination of employment.

5. TOBACCO FREE WORKPLACE

In recognition of its duty to provide a safe and healthful workplace, the Town of Star City prohibits the use of all tobacco products by any employee within twenty-five (25) feet of any Town of Star City office location, garage location, or in any vehicle owned or leased by the Town of Star City.

6. WORKPLACE HARASSMENT

6.1. Rationale:

State and federal laws protect employees from discrimination and harassment based on certain characteristics, such as race, color, age, gender (sex), religion, sexual preference, marital status, disability and national origin. In its Guidelines on Discrimination Because of Sex, the Equal Employment Opportunity Commission states that sexual harassment is an unlawful employment practice. The purpose of this policy is to unequivocally set forth the Town of Star City’s position regarding sexual and other forms of illegal harassment, and the procedures to be implemented in order to carry out this policy. The Town of Star City requires all employees to refrain from conduct that subjects other employees to illegal harassment, including **sexual harassment**.

6.2. Definitions:

Illegal harassment consists of comments or behaviors that are directed at an employee’s race, gender, age, disability, religion, or national origin. Sexual harassment is defined as **unwelcome** sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

You are prohibited from engaging in any of the conduct described above. While the Town of Star City encourages and expects all of its employees to behave in a professional and courteous manner, employees should understand that not all disagreements or conflicts in the workplace constitute a hostile environment. A hostile environment, as used in this harassment policy, is a legal term of art and describes conduct that is legally prohibited.

6.3. Policy:

The Town of Star City's continuing policy is to provide employees a work place free from any form of illegal harassment. **Sexual harassment in any manner or form is expressly prohibited. Retaliation against any employee exercising a legal right, such as filing a complaint in good faith or providing information during an investigation, is also expressly prohibited, will not be tolerated and will result in disciplinary action, regardless of the disposition of the underlying complaint.**

6.4. Filing a Complaint Related to Sexual Harassment or a Hostile Work Environment:

If you feel that you have been subjected to sexual or other illegal harassment by fellow employees, vendors, visitors, customers and/or guests you should report the incident in writing to your immediate supervisor. If the complaint involves the supervisor, the incident should be reported directly to the Mayor or, if it relates to the Mayor, the Recorder.

Complaints will be promptly and thoroughly investigated by an appropriate person or persons. Investigations will be designed to protect the reasonable privacy interests of all parties concerned. All employees must cooperate with and provide information relative to these investigations. Disciplinary and corrective action, up to and including discharge, will be taken depending on the circumstances. Just as discrimination and harassment may result in the imposition of disciplinary penalties, so too may any attempt to retaliate against or otherwise interfere with a complainant's attempts to enforce his/her legal rights.

7. EMPLOYEE CATEGORIES

Throughout these policies, you will see references to the following employee categories:

Regular Full-Time Employees

Those employees who are regularly scheduled to work forty (40) hours per week and who are normally eligible for the benefits provided in these policies.

Regular Part-Time Employees

Those employees who are regularly scheduled to work less than 40 hours.

Non-Exempt Employees

Those employees paid by the number of hours worked. Non-exempt employees receive overtime pay at one and one half times their hourly rate of pay for every hour worked over 40 hours in the same workweek. The supervisor of the department must approve overtime in advance.

Exempt Employees

Those employees as defined in the Fair Labor Standards Act (i.e. administrative, executive, professional). Exempt employees do not receive any cash overtime compensation. Exempt employees shall not be subject to the reduction of compensation except in those instances when the employee violates safety or written workplace conduct rules.

Temporary Employees

Those individuals that are engaged to fill the Town of Star City's predictable and unpredictable staffing shortages. Temporary employees are not eligible for fringe benefits. Temporary Employees are paid on an hourly basis. If you wish to transfer to Temporary status, compensation will be made according to the current flat wage, regardless of seniority or current wage or salary.

8. HOW WE KEEP IN TOUCH

We are always looking for new and improved ways to keep communication channels open on a two-way basis. We want you to feel free to tell us about your personal recommendations for improvements, as well as any problems you may be experiencing on the job.

The following 4-Point Communications Network summarizes many of the ways you can share your ideas and concerns with us.

8.1 Orientation

The Town of Star City shall provide all new employees with an orientation to the Town, its mission, policies, procedures, programs, with specific emphasis on treatment policies, client rights, and the use of emergency procedures. This orientation shall include both the Town-wide orientation and an orientation specific to the program, in such a manner, new employees can more quickly meet

other employees, learn the services offered regionally and locally and become more integrated into the service system.

The orientation shall be the responsibility of the Mayor and the new hire's immediate supervisor. The Personnel Committee will conduct all orientations pertaining to compensation and benefits.

It shall be the responsibility of the Mayor and immediate Supervisor to plan the orientation, changing it as appropriate. The Mayor and immediate Supervisor shall be responsible for documenting all new employee orientations.

All new staff must be provided with and complete an orientation within one month of their date of hire.

8.2 Informal Communications between You and Your Supervisor

If you have any questions concerning your job or job related activities, your supervisor usually should be the first person you talk to. You should also feel free to go to the Mayor or any member of council with any issues you may have.

8.3 Complaint Procedure

This is a formal means for you to seek resolution of personnel issues in the following areas:

- i. Termination.
- ii. Change of job assignment resulting in different schedule of employment (i.e., change from day to night shift).
- iii. Reduction of scheduled hours.
- iv. Disallowance of leave request.
- v. Allegations of prohibited discrimination affecting job status.
- vi. The improper deduction of pay from exempt employees.

This procedure, which is made available as a benefit of your employment and not as a matter of right, is limited to the subjects listed above. If you have questions or concerns about other personnel issues, you should avail yourself of the opportunity to bring them to our attention through other communications vehicles.

You should make every effort to resolve your concern by meeting with your immediate supervisor and explaining your concern. If this does not resolve your concern to your satisfaction, you should then reduce your complaint to writing within five (5) days of the incident in question and submit the written complaint to the Mayor. Your written complaint must include your name, the date of the incident or matter complained of and a description of the incident or matter. The

Supervisor's superior will meet with you to further discuss your complaint within five (5) business days after receipt of your complaint unless that superior is unavailable during all or part of that period. In that case, the meeting will occur as soon as possible. If the complaint is not resolved to your satisfaction because of that meeting, you should repeat the process to successive superiors within five (5) business days of your receipt of any decision. If the complaint is not resolved to your satisfaction through these meetings, you may request that the Mayor review the matter by delivering a written request for such review to the Mayor within ten (10) business days after your receipt of the written response. The Mayor will schedule a meeting with you within ten (10) business days and such other persons as he deems appropriate as soon as possible. The Mayor will provide you with a written response to your complaint within five (5) business days of such meeting.

You should understand that this procedure is a process of last resort and that we encourage you to resolve concerns informally with your immediate supervisor. Except for complaints involving alleged violations of the Agency's Equal Opportunity Policy by your immediate supervisor, this procedure may not be used unless you have attempted to resolve such complaints with your immediate supervisor. If the complaint involves an alleged violation of our Equal Opportunity Policy by your immediate supervisor, you may file your complaint directly with the Mayor. You will not be reprimanded or harassed by anyone because of the filing of a complaint.

Supervisors, council members, and the Mayor involved in your complaint are expected to document their meetings, investigations, and decisions concerning the complaint. Your written requests and all management documentation concerning the complaint should be forwarded to the Personnel Committee for inclusion in the Complaint files. However, disciplinary records are maintained in the employee's Personnel File.

The Complaint process is confidential and all parties to it are to keep information received as such.

No decision shall be made that is in conflict with local, state, or federal laws or which is not in compliance with existing the Town of Star City policy. If before or during filing a complaint, should you file a complaint with the West Virginia Human Rights Commission, the Equal Employment Opportunity Commission or an internal harassment complaint, the complaint procedure shall cease and resolution deferred to the other process.

If you need assistance in initiating a complaint or would like any information clarified pertaining to the complaint procedure, you may contact the Business Office for assistance.

8.4 Staff Meetings

As a responsibility of your employment, you are required to attend certain meetings. Meetings will be held to disseminate educational material, information about the town and allow for suggestions and feedback from the staff. Your supervisor will tell you which staff meetings you are to attend.

In conclusion, we believe this 4-Point communication system will give you such a variety of opportunities to communicate with us that you should have no problems or concerns left unexpressed or unanswered. Please take advantage of any or all of these lines of communication to help us maintain the Town of Star City as an excellent place for all of us to work.

9. INTRODUCTORY PERIOD

All newly hired employees will be required to complete an introduction period of three (3) months. During these first three months, the supervisor will evaluate the employee on their knowledge, skills, and ability to perform the job they have been hired for satisfactorily. This shall include an assessment of the employee's attendance during this period as well.

10. WAGE AND SALARY ADMINISTRATION

Wage and salary administration is the joint responsibility of the Finance Committee and the City Council.

Each job classification has a written job description, which shall include, but not be limited to:

- a) Qualifications, education, experience
- b) Essential functions
- c) Responsibilities
- d) Reporting structure

10.1 Additional Compensation

10.1.1 Overtime --- In general, the Town of Star City's policy is to keep overtime to a minimum. Overtime is any time actually worked over 40 hours per week. For employees who are paid a premium for overtime (non-exempt employees), the overtime rate is normally one and a half times your regular, straight-time rate.

10.2.3 On-Call Compensation --- A premium may be paid to employees assigned to on-call status for after hours and weekend work. The rate is established by the Finance Committee.

11. WHAT WE EXPECT FROM YOU

Whenever a group of people works together, there must be standards of conduct for common guidance and efficiency. It is impossible to define in detail every standard of conduct for every circumstance, and the Town of Star City tries to keep rules to a necessary minimum. We hope that your common sense will guide you as to the few specifics regarding what we expect from you. This list (on page 11) should not be regarded as an all-inclusive list of our expectations or standards.

You are expected to maintain standards of performance and conduct satisfactory to the Town of Star City's Management and supervision, and to maintain and comply with the policies, rules, regulations and directions of supervision. Your failure to comply with these requirements may result in counseling or disciplinary action, as hereinafter described:

11.1. Minor violations and instances of substandard performance will, unless repeated, be dealt with during supervision. If you do not respond to supervision, the next step will be to provide you with Verbal Counseling. The Verbal Counseling is not considered a formal discipline but is to be used to counsel you about how to improve work performance. The deficiency and corrective action steps resulting in the Verbal Counseling is documented in writing and placed in your Personnel File as a means of tracking improvement or to determine if disciplinary action is necessary.

11.2 Disciplinary action, including written counseling, suspension, demotion, or discharge may be taken for violations of any work rule, performance or conduct standard. In determining what discipline is appropriate in any particular instance, consideration will be given to the seriousness of the offense and the previous record of an employee. A Written Counseling may be issued to counsel you on how to improve work performance. The deficiency and corrective action steps resulting in the Written Counseling is documented in writing and placed in your Personnel File as a means of tracking improvement or to determine if further disciplinary action is necessary. Disciplinary action, including suspensions, demotions, or discharges may be taken in cases of first serious offenses or repeated minor offenses. No employee will be suspended, demoted, or discharged without the consultation and specific approval of the Mayor and City Council. All suspensions, demotions, or discharges must be in writing and can only be issued by the Mayor.

Serious offenses shall include, but not be limited to, the following:

- (1) Reporting for work under the influence of alcohol or narcotics or partaking of these drugs while at work;
- (2) Bringing a weapon to work or threatening with or using a weapon at work;
- (3) Malicious destruction or theft of property of the town or its visitors, patrons, or employees;
- (4) Refusal to comply with agency rules, policies or procedures;
- (5) Disobedience and/or insubordination;
- (6) Neglect of duty;
- (7) Dishonesty;
- (8) Sleeping on duty;
- (9) Habitual failure to maintain established performance standards;
- (10) Habitual absence or tardiness from work without permission or satisfactory explanation;
- (11) Abuse or neglect of a customer;
- (12) Disclosure of confidential information as per the Town of Star City's Policy;
- (13) Any violent felony crime including but not limited to rape, sexual assault, homicide, felonious physical assault or felonious battery;
- (13) Felony arson;
- (14) Kidnapping;
- (15) Hate Crimes;
- (16) Murder/Homicide;
- (17) Pornography crimes involving children or incapacitated adults;
- (18) Purchase or sale of a child;
- (19) Abduction;
- (20) Conviction of a crime which involves the exploitation of a child or incapacitated adult;
- (21) Felony or misdemeanor crime against a child or incapacitated adult which causes harm;
- (22) Domestic battery or domestic assault;

Supervisors will give notice of any disciplinary suspension, demotion, or discharge in writing. In cases of discharge, employees will be issued their final paycheck within seventy-two (72) hours of the date of discharge.

12. CONFLICT OF INTEREST AND PROFESSIONAL CONDUCT

It shall be the policy of the Town of Star City to require you to disclose potential conflicts of interest upon hire, then annually to minimize impropriety or the appearance thereof. You should not engage in any activity that is fundamentally at variance with the business activities of the Town of Star City, nor may you participate in the Town of Star City business decisions in which the opportunity for personal gain exists. The Town of Star City shall conduct its business in a sound, ethical, and lawful manner. The tax-exempt status of the town demands procedural safeguards against private inurement.

The Town of Star City desires that you recognize and avoid business practices that are unlawful or unethical. In dealing with one's own business interests, customers, suppliers, competitors and other organizations, you should avoid, disclose, or seek clarification when the execution of your duties or responsibilities may be in conflict with the interests of the town.

Openness and full disclosure are preferred in order to lessen the possibility of conflicts and that potential conflicts are dealt with when discovered, even if not disclosed.

Examples of Potential Conflict of Interest

Engaging in a business in direct competition with the Town of Star City or on Town of Star City time that may include telephone calls, use of the Town of Star City's resources, mail services, etc.

Securing outside employment that impairs your performance, duty, and workload capabilities.

Acting on a board, council, association or any other organization that has a material influence, or might reasonably be expected to have a material influence, on the Town of Star City's functions.

Engaging in any personal or nonprofessional activities with the Town of Star City's registered customers that may be construed as (a) conflict of interest; (b) unprofessional; (c) unethical; or (d) in violation of commonly accepted standards of conduct.

Renting to customers, receiving material gifts from customers, selling goods or items to customers or participating in any activities with customers that could be considered either in conflict of interest, unprofessional, unethical, or which may violate any professionally accepted standards of conduct.

Accepting gifts, money, or services from agencies or persons to whom the Town of Star City refers its customers for services.

Any questions should be directed to your supervisor for clarification.

13. PAID TIME OFF, HOLIDAYS, AND OTHER TIME OFF

13.1 PAID TIME OFF

Paid Time Off (PTO) is provided to employees for the purpose of rest, relaxation, recuperation from illness, to attend to personal affairs, or a planned interruption from the workplace. It is not a form of additional compensation and it is not

accrued to provide employees with a monetary benefit. Paid Time Off is to be taken within the year accrued in order to receive personal replenishment value intended. Supervisors and employees have the responsibility to plan schedules that meet operating requirements of departments and time off needs of employees. In order to balance and meet service and staffing requirements, employees and supervisors should plan time off schedules well in advance. Holidays will remain a separate benefit as listed under the Town of Star City's Fringe Benefit Policy.

13.2 Eligibility

a) All regular, full time employees, upon completion of the Introductory Period (3 months), are eligible to request the use of accrued Paid Time Off.

b) Paid Time Off is accrued bi-weekly and is available for use by the employee **ONLY** after completion of the Introductory Period.

c) Years of service are calculated from the most recent regular full-time date of hire or adjusted date of hire.

13.3 Accrual

a) Employees accrue Paid Time Off based on years of service and the date when they began continuous full-time employment with the Town of Star City.

Effective January 1, 2012, full-time, regular employees will accrue Paid Time Off (PTO) at the following rate:

Length of Service	Bi-Weekly Accrual Rate	Maximum Days Eligible	Maximum Balance by Days
3 to 12 months	3.70 hours	12	6
12 to 24 months	5.25 hours	17	8
24 to 120 months	6.80 hours	22	11
120 to 240 months	8.30 hours	27	13
Over 240 months	9.85 hours	32	16

Effective January 1, 2012, full-time POLICE OFFICERS will accrue Paid Time Off (PTO) at the following rate:

Length of Service	Bi-Weekly Accrual Rate	Maximum Days Eligible	Maximum Balance by Days
3 to 12 months	6.15 hours	20	10
12 to 24 months	7.70 hours	25	12
24 to 120 months	9.25 hours	30	15
120 to 240 months	10.75	35	17
Over 240 months	12.30	40	20

13.4 Maximum Balance

Effective January 1, 2012, an employee may not have a balance of more than the Maximum Balance at any time. This will allow and encourage employees to take time off from work they have accrued throughout the year. If an employee's balance is more than the allowable Maximum Balance, the accrued hours will be placed in the employee's Short Term Disability Account. The maximum amount an employee may have in their Short Term Disability Account shall be equal to the Maximum Balance by Days indicated above based upon the employee's tenure. Paid Time Off days will not be retroactively accrued nor credited to the employee's Paid Time Off balance, however Reserve Leave Time accumulated prior to January 1, 2012 will remain to the credit of and use by the employee and may be redeemed upon termination of employment.

13.5 Introductory Period

The Introductory Period is defined as the first three (3) months of employment. During the Introductory Period, employees do not accrue Paid Time Off. An employee whose employment is terminated during this period will not receive payment for Paid Time Off. Upon completion of the Introductory Period, accrued Paid Time Off will be credited retroactively to the initial date of employment. Upon completion of the Introductory Period, an employee may request Paid Time Off.

13.6 Use of Paid Time Off

Employees and Supervisors should plan and schedule each fiscal year to allow each employee to take Paid Time Off. Arrangements for Paid Time Off should be requested and approved in advance by an employee's immediate supervisor. The employee's immediate supervisor maintains the discretion to grant Paid Time Off without advance notice. In such cases, the supervisor may or may not grant Paid Time Off based on the business and operational needs of the Town.

13.7 Payment of Unused Paid Time Off

a) Upon separation of employment, an employee will be paid for any remaining Maximum Balance by Days as of their date of separation. Reminder: per the Maximum Balance section, an employee may not have a balance of more than the allowable maximum at any time and therefore, no more than the Maximum Balance by Days will be paid out upon separation of employment.

b) The Short Term Disability Bank is never considered part of Paid Time Off. Short Term Disability Bank hours are not accrued and will not be paid out at time of separation.

13.8 Time Off For Illness

Employees are required to notify their immediate supervisor prior to the scheduled working time to advise of the need to miss work due to illness, injury,

or other disability. Failure to notify the supervisor may be deemed Absence Without Pay and may subject the employee to disciplinary or corrective action as warranted.

13.9 Family and Medical Leave Act

The Town of Star City has set forth this policy governing leaves of absence for family and medical leave. This policy is intended to meet the requirements set forth in the Family and Medical Leave Act (FMLA). Family and medical leave will be provided to you, if you are eligible, for a maximum of twelve (12) weeks during a twelve-month period for any of the following reasons:

- (1) birth, adoption, care of a newborn child or placement of a child in foster care, within one year of birth or placement;
- (2) care of a spouse, parent, son or daughter with a serious health condition;
- (3) a serious health condition that results in your inability to perform the essential functions of your job;
- (4) any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is on active duty or has been notified of an impending call or order to active duty in the U.S. National Guard or Reserves in support of a contingency operation;
- (5) up to twenty-six (26) weeks to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member (Military Caregiver Leave)

Leave shall normally be continuous, except that leave for the care of a child, spouse or parent with a serious health condition, or due to your own serious health condition, may be taken intermittently or on a reduced basis when medically necessary. If both you and your spouse work for the Town of Star City, the aggregate of the leave that may be taken by both spouses for the birth, adoption or placement of a foster child, or care for a parent is limited to a total of twelve (12) weeks in one year. Any absence incurred because of a compensable worker's compensation claim will run concurrently with your FMLA leave, provided you have a serious health condition.

Definitions

Eligible employee -- one who has worked for the Town of Star City for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) months immediately preceding the requested leave.

Exigency -- The demands or requirements of a situation; An urgent situation; A situation requiring extreme effort or attention.

Serious health condition -- an illness, injury, impairment, physical or mental condition that involves (a) inpatient care, including subsequent treatment related to the inpatient care, or (b) continuing treatment by a health care provider. Continuing treatment is defined as (1) treatment and a period of incapacity of more than three consecutive days, (2) treatment by a health care provider two or more times, or which results in a supervised regimen of continuing care, including subsequent treatment for the same condition, (3) any period of incapacity or treatment for such incapacity for a chronic or long-term health condition, (4) any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective, or (5) incapacity due to pregnancy or prenatal care. The definition of serious health condition found at 29 C.F.R. § 825.114 is incorporated by reference into this policy.

Medical necessity -- certification by a health care provider that an intermittent leave is medically necessary and outlining the expected duration and schedule of the intermittent or reduced leave.

Key employee -- a FMLA-eligible employee who is among the highest paid ten (10) percent of employees employed within seventy-five (75) miles of your worksite.

Twelve-month period -- the twelve-month period is a calendar year beginning the day the FMLA leave is initiated and ending one year from that date.

Where a term is defined in the FMLA and/or accompanying regulations, that definition will be incorporated into this policy.

Administrative Requirements

1. You will be required to utilize your paid leave prior to receipt of unpaid FMLA leave, i.e., (a) paid time off and personal days for leave relating to the birth, adoption or placement of a child in foster care, and or care of a parent, child or spouse with a serious health condition, and (b) annual leave, personal days, sick leave and short term disability for the care of a parent, child or spouse with a serious health condition or your own serious health condition. The period of this paid leave will be counted against your total FMLA leave entitlement

2. You must give thirty (30) days advance notice of the need to take FMLA leave. When it is not possible to give thirty (30) days advance notice, notice must be given as soon as practicable, ordinarily within one or two days.
 - a. Failure to give adequate notice as outlined above may result in a delay of up to thirty (30) days before FMLA leave will be granted.
 - b. When requesting intermittent leave for medical treatments, you must make reasonable efforts to schedule the leave so as not to unduly disrupt operations.

3. You may be required to provide medical certification from an appropriate health care provider to support any FMLA request related to a serious health condition on a form that will be provided to you. This certification must be returned within fifteen (15) days, under normal circumstances. All FMLA leave must be supported by satisfactory, timely certification by a physician.

Failure to provide adequate medical certification will result in denial of leave until such certification is provided. Furthermore,

- a. If you provide medical certification that is questionable or inadequate, you will be referred to a second provider at the Town of Star City's expense.
 - b. If the first and second opinions differ, a third opinion will be obtained, again at the Town of Star City's expense. The third health care provider will be selected by mutual agreement between you and the Town of Star City, and that opinion will be final and binding.
4. Employees on FMLA leave will be required to submit periodic recertification or updated reports regarding the family member or employee's current status. You must give two weeks advance notice of your intent to return to work, unless unforeseeable, changed circumstances permit an earlier return to work. In the event of such circumstances, notice must be provided at least two business days prior to your return to work.

You must also provide written certification of your ability to return to work before being placed on active duty. Failure to provide the requisite return to work certification will result in denial of restoration to employment.

5. In most instances, an employee returning from FMLA leave will be restored to the position previously held prior to FMLA leave, provided that position remains available. If that position is unavailable, you will be reinstated to an equivalent

position with equivalent pay, benefits and other terms and conditions of employment. An employee taking FMLA leave is not entitled to any greater right to reinstatement or other benefits than if continuously employed during the leave period. Key employees may be denied job restoration if such denial is necessary to prevent substantial and grievous economic harm to the operation of the business.

6. If FMLA leave is taken on a reduced or intermittent basis, you may be transferred temporarily to an available alternative position for which you are qualified and which better accommodates the recurring periods of leave.
7. An employee taking a FMLA leave due to a serious health condition must present certification that (s)he is fit for duty prior to reinstatement. Failure to provide the requisite certification will result in denial of restoration to employment.

Health Care Benefit Continuation

1. If you are eligible and have appropriately enrolled, your health insurance coverage will continue throughout the duration of a FMLA leave. The conditions under which such coverage is provided will be the same as if you were actively working.
2. Your share of any health plan premiums must continue to be paid by you while on FMLA leave, and payments are due at the same time as if made by payroll deduction, unless otherwise agreed upon.
3. If your share of any health insurance premium is delinquent for more than thirty (30) days, your health coverage may be terminated, provided you are notified in writing within fifteen (15) days prior to the cancellation. If coverage is not terminated and the Town of Star City elects instead to pay the entire premium, the amount of your delinquency will be recovered after you return to work.
4. If you fail to return to work after FMLA leave has expired, the Town of Star City may recover the cost of any premiums it paid during your unpaid FMLA leave unless your failure to return to work is the result of (a) the continuation, recurrence or onset of a serious health condition that would entitle you to FMLA leave or (b) other circumstances beyond your control. An employee who does not return to work for at least thirty (30) calendar days is considered to have failed to return for purposes of this paragraph and shall be considered to have abandoned one's position.
5. If a key employee is notified of the Town of Star City's intent to deny restoration of employment, the key employee will continue to be entitled to maintenance of health benefits until such time as the key employee gives notice that (s)he no longer wishes to return to work or restoration is actually denied at the end of the

leave period. Premium costs paid on behalf of key employees in such circumstances are not recoverable by the Town of Star City.

6. The Town of Star City will not interfere with your rights under the FMLA. No employee will be discriminated against for exercising any rights conferred by FMLA.

13.10 Holidays

a) Regular, full-time employees are eligible for Paid Holidays. Holidays remain a separate benefit from Paid Time Off.

b) Part Time Employees (as defined in Section 7)

Any Part Time or Temporary Employee who works on any Town of Star City Paid Holiday will receive Holiday Pay equal to 1.5 times that employee's regular rate of pay. Compensable Holiday hours are not used in computing other compensation. Part-time and temporary employees who might otherwise be scheduled to work on Holidays and due to the cessation of normal business are prohibited from working on said holiday and who worked both the day before and the day following the holiday as scheduled will be compensated at their regular rate of pay for that Holiday.

c) Paid Holidays

- i. one half day for New Year's Eve
- ii. New Year's Day
- iii. Martin Luther King Day
- iv. President's Day
- v. Memorial Day
- vi. Independence Day
- vii. Labor Day
- viii. Veteran's Day
- ix. Thanksgiving Day
- x. Thanksgiving Friday
- xi. one half day for Christmas Eve
- xii. Christmas Day

Should any of the above referenced Holidays occur on Saturday, the previous Friday shall be considered a Paid Holiday. Likewise, should any of the above referenced Holidays occur on Sunday, the following Monday shall be considered a Paid Holiday. Additional holidays may be granted at the discretion of the Mayor.

13.11 Short Term Disability Account

Any unused Paid Time Off exceeding the Maximum Balance by Days will be placed in the employee's Short Term Disability Account at the end of each pay period. The Short Term Disability Account may be used primarily for an employee's or immediate family member's lengthy illness or an employee's non-

occupational injury including approved FMLA. The Short Term Disability Account may be used upon request to the employee's supervisor and upon approval by the Mayor. All such requests must be initiated by the employee and must be made in writing. Should an employee have unused hours in their Short Term Disability Account upon separation of employment, they **will not** be paid out and may not be used during a notice period or in lieu of notice.

13.12 Military Leave

An employee who presents official orders requiring his or her attendance for training and/or other active duty as a member of the United States Armed Forces or State/National Guard will be given time off as Military Leave. You, upon written request, may use any available PTO and/or Personal Days during Military Leave. You shall retain your seniority and benefits during Military Leave.

13.13 Administrative Leave

Granting of paid Administrative Leave is awarded at the discretion of the Mayor. Administrative Leave can be awarded by the Mayor up to a limit of five (5) workdays without Council approval. Administrative Leave is not charged to any accrued time, and is generally granted in a time of undue hardship such as a disaster or family tragedy.

13.14 Bereavement Leave

An absence of three (3) to five (5) days may be requested from your supervisor with the approval of the Mayor should you have a death in the immediate family, including grandchildren. The supervisor may request documentation, such as an obituary notice or a funeral announcement, from you to support your leave. Proof of relationship to the deceased family member may also be required.

13.15 Jury Duty

An excused absence with full pay will be granted to full-time regular employees for those days when an employee is called for Jury Duty. Part-time employees may also be excused and paid, if you were scheduled to work on the day called for jury duty. On days when an employee is called, but not picked, you must report back to work to complete the workday or, if full-time, must request other leave for the remainder of the day. You must submit a copy of the summons to his/her supervisor and the Mayor for compensation approval.

14. TERMINATION OF EMPLOYMENT

14.1 Resignation

Your voluntary termination of employment will end your continuous service immediately upon the effective days of your resignation. Voluntary Separations include all resignations, retirements, etc. The courtesy of advance notice will allow the Town time to adjust work schedules and attempt to secure a replacement, and is requested of all employees. Administrators should give thirty (30) calendar days' notice; Supervisors should give fifteen (15) scheduled days' notice; and all other staff should give ten (10) scheduled days' notice. Employees who resign, with proper notice and in good standing, will receive any accrued PTO hours up to a maximum of eighty (80) hours post-separation. Personal Days, Holidays and Short-term Disability Days will not be paid out at time of separation. A resignation may only be rescinded at the Town of Star City's discretion. Such a request must be made in writing to your immediate supervisor.

14.2 Termination

An employee may be terminated (involuntarily separated) at any time for any reason. No advance notice is required and you must vacate the premises immediately. All property belonging to the Town of Star City must be returned to your immediate supervisor at the time of dismissal. If your employment is terminated by the Town of Star City, you will be eligible for the payment of accrued Paid Time Off up to a maximum of eighty (80) hours post-separation. Terminations are complainable actions.

14.3 Abandonment of Position

When you are absent without authorized leave for at least one scheduled shift, you will be considered to have abandoned your position and are thus terminated from employment. (You have the right to file a Complaint for review of the facts in the case and receive a ruling as to whether the circumstances constitute abandonment of position).

14.4 Reduction in Force (RIF)

A reduction in the work force may occur for a variety of reasons, including, but not limited to, reorganization of the town, or loss of funding in one or more areas. This policy outlines the procedures that would be followed and the responsibilities of key management staff in the implementation of a reduction in force and any subsequent displacement of employees. It is the Town of Star City's policy to maintain staffing at levels consistent with sound business principles and quality services.

The Mayor is responsible for the implementation of this policy. The Mayor will present any proposed RIF for informational purposes to the Executive/Finance/Personnel Committees prior to implementation. The City Council members shall make recommendations based on input from supervisors and employees regarding implementation strategies. The Mayor shall designate programs, service areas, appropriate job titles, and sites to be affected by the reduction in force.

A. Seniority

- (1) Seniority as used herein will be determined as the length of time from the most recent date of hire for you.
- (2) An employee shall maintain seniority for a period of up to six (6) months upon termination of employment due to reduction in force.

B. Procedure

(1) Designation of Affected Programs:

- (a) All employees shall be assigned to an organizational unit (i.e., program and/or service) at employment and shall retain that assignment unless altered through a Personnel Action Form.
- (b) The Mayor shall designate the position title, location, targeted program, and service.
- (c) The Mayor shall designate exempted positions, i.e., positions that will not be subject to the RIF, if any.
- (d) An employee will be laid off by position title, location, targeted program, and service.

(2) Order of Layoff Procedure:

- (a) Within the Mayor's designated areas, temporary employees shall be laid off first, with the least senior part-time employees to follow.
- (b) Full-time employees within the designated areas shall be laid off next. In situations where fewer than all employees in a targeted program and service are to be laid off, the following criteria will be evaluated by the Supervisor and Personnel Committee in order to determine which employees are to be laid off:
 - 1) Rank in seniority at the Town of Star City;
 - 2) Rank of employee's performance of the Essential Functions of the job;
 - 3) Rank in productivity and compliance measures;
 - 4) Rank in promotion progression in the past five (5) years;

- 5) Rank in upgrading, attending and use of training and development in the past 2 years (documented).

The above criteria will be averaged to determine which employee(s) will be reduced. In case of ties, seniority prevails.

- (c) In cases where individual or interagency contracts are in effect, the language of the contract will prevail.

(4) Salary Adjustments:

In the case of an employee displacement due to a reduction in force, your salary may be adjusted based on the salary scale for the particular position.

(5) Recall Procedures:

- (a) The Mayor shall designate the position title, location, targeted program, or service area in which recall shall occur.
- (b) Employees terminated due to a reduction in force shall have recall rights into the position title, location, targeted program, or service area for the position from which they were laid off for a period of twelve (12) months (365 days) following the date of layoff.
- (c) Recall within the designated areas shall be in the reverse order of the lay off sequence, provided that an employee selected for recall shall possess all of the needed skills and qualifications to perform the required work, as defined at the time of recall, of the position designated for recall.
- (d) Employees who do not report for work on the designated date of recall will be removed from the recall list and their employment will be considered terminated.
- (e) It is your responsibility to provide the Town of Star City with a current mailing address. The Town of Star City shall provide notice of recall to employees by certified mail, return receipt requested.
- (f) You shall have five (5) calendar days from receipt of recall notice, but in no event more than ten (10) calendar days from the date of certified mailing, to inform the Town of Star City in writing of your intent to return to work.

14.5 Exit Interview

The Town of Star City will conduct an Exit Interview with all employees who are voluntarily separated from employment.

The purposes of conducting Exit Interviews include:

- To identify why employees are leaving for monitoring purposes and to identify any trends;
- To tap into employees' valuable experience in order to identify anything that needs to be changed or improved;
- To retrieve any items that are the property of the Town of Star City prior to your last day of employment;
- To inform you of the status of your benefits and options available upon termination, such as rights under COBRA, Health Insurance, and Retirement.

The Personnel Committee will carry out Exit Interviews and analyze exit questionnaires. The Personnel Committee will contact employees once their resignation has been received, to offer an appointment for the Exit Interview in person at a mutually convenient time. As an alternative, employees will be encouraged to complete an exit questionnaire by mail. The interview and/or completion of the questionnaire should take place as soon as possible after the resignation has been received.

15. NOTIFICATION OF CHANGE OF STATUS

It is required that you immediately notify the Business Office of any change of name, phone number, tax exemption, insurance data, etc. Such information is of vital importance to the proper administration of your benefits.

16. PAY PERIODS

Pay periods will consist of fourteen (14) days, beginning on Thursday evening at 11:00 p.m. and ending fourteen (14) days later on Thursday at 10:59 p.m., unless otherwise notified. If you are a full-time employee, you will normally be scheduled for eighty (80) hours in each period. If you are a non-exempt employee, you will be paid for the number of hours actually worked. The salary received by exempt employees covers all hours worked during any regular pay period, including a one-half hour meal break per shift, regardless of the actual number of hours worked. If you are a non-exempt employee, you will be paid overtime for working in excess of forty (40) hours in a given workweek, generally at the rate of time and a half.

An exempt employee is one who meets the standards to be exempt from the overtime provisions of the Fair Labor Standards Act.

17. WORKER'S COMPENSATION

You are protected under the West Virginia Worker's Compensation Act for any job-related illness or injury that is compensable under West Virginia Law. If you sustain a work-related illness or injury, you must immediately report the occurrence to your supervisor or the Mayor, and make arrangements to receive any necessary medical treatment. A complete incident report, detailing the problem, must be completed within twenty-four (24) hours. If this is not possible, you should contact the Mayor at your earliest opportunity to see that an incident report is completed.

18. PERSONNEL RECORDS

18.1 Access to Personnel Records

1. The Town of Star City's policy is that individuals who are currently employed or on leave of absence are entitled to access to their own personnel files.
2. The contents of an employee's own file will be available for inspection, unless you have waived, in writing, the right to review all or any portion of your personnel file.
3. The contents of an employee's Personnel file may only be examined by regulatory or accrediting bodies.
4. The copies of the contents of an employee's Personnel file may be made by the employee only while employed at the Town of Star City and may not be made by anyone other than the employee unless a properly executed waiver or subpoena is received by the agency.

You may have access to your personnel file for examination during normal working hours of the Mayor. Employee files are not to be removed from the Mayor's office unless signed out and authorized by the Personnel Committee or the Mayor. Reasonable time during working hours may be used to examine the personnel file. Prior notification for an appointment to examine a file is required. The request for the file, and the actual examination and inspection of the file, will normally be accomplished within five (5) working days.

You are permitted to take notes during the examination of the personnel file; however, no documents may be removed or copied without the authorization of the Personnel Committee or the Mayor.

19. CRIMINAL HISTORY RECORD INFORMATION

In accordance with applicable law, the Town of Star City reserves the right to obtain records of criminal convictions for employees and applicants from the West Virginia State Police, Department of Health and Human Resources, FBI, and of any other

jurisdiction in which an applicant or employee has worked or resided. For that reason, it is especially important that you provide us with accurate information (e.g., full name and social security number) to enable us to obtain the appropriate records. Failure on your part to do so will be grounds for immediate discipline, up to and including discharge.

The Town of Star City reserves the right not to hire anyone whose criminal background check reveals:

- Murder or Attempted Murder
- Theft
- Rape
- Assault
- Battery
- Abduction
- Exploitation of a child or an incapacitated adult
- Domestic battery
- Felony arson
- Hate crimes
- Kidnapping
- Pornography crimes involving children or incapacitated adults
- Purchase or sale of a child or incapacitated adult
- Sexual offenses including but not limited to incest, sexual abuse or indecent exposure
- Child/Adult abuse or neglect
- Other crimes involving theft or violence

20. USE OF PRIVATE VEHICLES FOR TOWN BUSINESS

Many employees are required to use personal vehicles in the completion of the Town business. The Town of Star City's insurance covers the Town and its vehicles, but is not a replacement for insurance on your vehicle. Should you use your personal vehicle for Town of Star City business, you are eligible for reimbursement of approved vehicle mileage at the approved rate when a mileage reimbursement form is properly completed and approved by your supervisor.

Only those employees who are authorized by a supervisor may drive personal or Town of Star City vehicles on Town business. Approval is granted at time of hire when a job description requires use of a Town of Star City or personal vehicle and will continue unless you fail to:

- Maintain a valid driver's license,
- Maintain valid insurance (for personal cars), which meets the minimum requirements of the state of West Virginia,

- Maintain a good driving record that meets the current requirements of West Virginia regulations for employees of comprehensive programs.

If you drive as part of your assigned duties, you are required to provide proof of vehicle insurance each calendar year, along with a copy of a valid driver's license. Upon hire, you will be required to authorize a check of your driving record and annually thereafter.

A supervisor may suspend your driving privilege for work related purposes at any time, for any reason. You are required to inform your supervisor whenever a change in circumstance (see above) makes you ineligible to drive for the Town of Star City.

21. REIMBURSEMENT OF EXPENSES

- (a) Any town official, employee, or agent must have majority consent of Council before embarking on a trip, outing, meeting, conference, or other like business purpose, with the exception of reimbursement of expenses from the town, excepting herefrom any emergency situation which might arise from time to time.
- (b) Receipts and vouchers must be presented to Council, wherever possible, before reimbursement. Only reasonable and necessary expenses will be reimbursed.

22. COMPUTER SYSTEMS, INTERNET ACCESS AND ELECTRONIC MAIL POLICY

The use of the Town of Star City's automation systems, including computers, fax machines, and all forms of Internet/intranet access, is for Town business and for authorized purposes only. Brief and occasional personal use of the electronic mail system or the Internet is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks), and does not result in expense or harm to the Town or otherwise violate this policy.

Use is defined as "excessive" if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. Electronic communication should not be used to solicit or sell products or services that are unrelated to the Town's business; distract, intimidate, or harass coworkers or third parties; or disrupt the workplace.

Use of Town computers, networks, and Internet access is a privilege granted by management and may be revoked at any time for inappropriate conduct carried out on such systems, including, but not limited to:

- Sending chain letters or participating in any way in the creation or transmission of unsolicited commercial e-mail ("spam") that is unrelated to legitimate Town purposes;
- Engaging in private or personal business activities, including excessive use of instant messaging and chat rooms (see below);

- Accessing networks, servers, drives, folders, or files to which the employee has not been granted access or authorization from someone with the right to make such a grant;
- Making unauthorized copies of Town files or other Town data;
- Destroying, deleting, erasing, or concealing Town files or other Town data, or otherwise making such files or data unavailable or inaccessible to the Town or to other authorized users of Town systems;
- Misrepresenting oneself or the Town;
- Violating the laws and regulations of the United States or any other nation or any state, city, province, or other local jurisdiction in any way;
- Engaging in unlawful or malicious activities;
- Deliberately propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either the Town's networks or systems or those of any other individual or entity;
- Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages;
- Sending, receiving, or accessing pornographic materials;
- Becoming involved in partisan politics;
- Causing congestion, disruption, disablement, alteration, or impairment of Town networks or systems;
- Maintaining, organizing, or participating in non-work-related web logs ("blogs"), web journals, chat rooms, or private/personal instant messaging, social networking (Facebook, Twitter, etc);
- Failing to log off any secure, controlled-access computer or other form of electronic data system to which you are assigned, if you leave such computer or system unattended;
- Using recreational games; and/or
- Defeating or attempting to defeat security restrictions on Town systems and applications.

Using Town automation systems to access, create, view, transmit, or receive racist, sexist, threatening, or otherwise objectionable or illegal material, defined as any visual, textual, or auditory entity, file, or data, is strictly prohibited. Such material violates the Town anti-harassment policies and is subject to disciplinary action. The Town's electronic mail system, Internet access, and computer systems must not be used to harm others or to violate the laws and regulations of the United States or any other nation or any state, city, province, or other local jurisdiction in any way. Use of Town resources for illegal activity can lead to disciplinary action, up to and including dismissal and criminal prosecution. The Town will comply with reasonable requests from law enforcement and regulatory agencies for logs, diaries, archives, or files on individual Internet activities, e-mail use, and/or computer use.

Unless specifically granted in this policy, any non-business use of the Town's automation systems is expressly forbidden.

If you violate these policies, you could be subject to disciplinary action, up to and including dismissal.

22.1 Ownership and Access of Electronic Mail, Internet Access, and Computer Files; No Expectation of Privacy

The Town owns the rights to all data and files in any computer, network, or other information system used in the Town and to all data and files sent or received using any Town system or using the Town's access to any computer network, to the extent that such rights are not superseded by applicable laws relating to intellectual property. The Town also reserves the right to monitor electronic mail messages (including personal/private instant messaging systems) and their content, as well as any and all use by employees of the Internet and of computer equipment used to create, view, or access e-mail and Internet content. Employees must be aware that the electronic mail messages sent and received using Town equipment or Town-provided Internet access, including web-based messaging systems used with such systems or access, are not private and are subject to viewing, downloading, inspection, release, and archiving by Town officials at all times. The Town has the right to inspect any and all files stored in private areas of the network or on individual computers or storage media in order to assure compliance with Town policies and state and federal laws. No employee may access another employee's computer, computer files, or electronic mail messages without prior authorization from either the employee or an appropriate Town official.

The Town uses software in its electronic information systems that allows monitoring by authorized personnel and that creates and stores copies of any messages, files, or other information that is entered into, received by, sent, or viewed on such systems. Accordingly, employees should assume that whatever they do, type, enter, send, receive, and view on Town electronic information systems is electronically stored and subject to inspection, monitoring, evaluation, and Town use at any time. Further, employees who use Town systems and Internet access to send or receive files or other data that would otherwise be subject to any kind of confidentiality or disclosure privilege thereby waive whatever right they may have to assert such confidentiality or privilege from disclosure. Employees who wish to maintain their right to confidentiality or a disclosure privilege must send or receive such information using some means other than Town systems or the Town-provided Internet access.

The Town has licensed the use of certain commercial software application programs for business purposes. Third parties retain the ownership and distribution rights to such software. No employee may create, use, or distribute copies of such software that are not in compliance with the license agreements for the software. Violation of this policy can lead to disciplinary action, up to and including dismissal.

22.2 Confidentiality of Electronic Mail

As noted above, electronic mail is subject at all times to monitoring, and the release of specific information is subject to applicable state and federal laws and Town rules, policies, and procedures on confidentiality. Existing rules, policies, and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software. Since there is the possibility that any message could be shared with or without your permission or knowledge, the best rule to follow in the use of electronic mail for non-work-related information is to decide if you would post the information on the office bulletin board with your signature.

It is a violation of Town policy for any employee, including system administrators and supervisors, to access electronic mail and computer systems files to satisfy curiosity about the affairs of others, unless such access is directly related to that employee's job duties. Employees found to have engaged in such activities will be subject to disciplinary action.

22.3 Electronic Mail Tampering

Electronic mail messages received should not be altered without the sender's permission; nor should electronic mail be altered and forwarded to another user and/or unauthorized attachments be placed on another's electronic mail message.

22.4 Policy Statement for Internet/Intranet Browser(s)

The Internet is to be used to further the Town's mission, to provide effective service of the highest quality to the Town's customers and staff, and to support other direct job-related purposes. Supervisors should work with employees to determine the appropriateness of using the Internet for professional activities and career development. The various modes of Internet/Intranet access are Town resources and are provided as business tools to employees who may use them for research, professional development, and work-related communications. Limited personal use of Internet resources is a special exception to the general prohibition against the personal use of computer equipment and software.

Employees are individually liable for any and all damages incurred as a result of violating Town security policy, copyright, and licensing agreements.

All Town policies and procedures apply to employees' conduct on the Internet, especially, but not exclusively, relating to: intellectual property, confidentiality, Town information dissemination, standards of conduct, misuse of Town resources, anti-harassment, and information and data security.

22.5 Personal Electronic Equipment

The Town prohibits the use or possession in the workplace of any type of camera phone, cell phone camera, digital camera, video camera, or other form of image- or voice-recording device without the express permission of the Town and of each person whose image and/or voice is/are recorded. Employees with such devices should leave them at home unless expressly permitted by the Town to do otherwise. This provision does not apply to designated Town personnel who must use such devices in connection with their positions of employment.

Employees should not bring personal computers or data storage devices (such as floppy disks, CDs/DVDs, external hard drives, flash drives, iPods, or other data storage media) to the workplace or connect them to Town electronic systems unless expressly permitted to do so by the Town. Any employee bringing a personal computing device, data storage device, or image-recording device onto Town premises thereby gives permission to the Town to inspect the personal computer, data storage device, or image-recording device at any time with personnel of the Town's choosing and to analyze any files, other data, or data storage devices or media that may be within or connectable to the personal computer or image-recording device in question. Employees who do not wish such inspections to be done on their personal computers, data storage devices, or imaging devices should not bring such items to work at all.

Violation of this policy, or failure to permit an inspection of any device covered by this policy, shall result in disciplinary action, up to and possibly including immediate termination of employment, depending upon the severity and repeat nature of the offense. In addition, the employee may face both civil and criminal liability from the Town, from law enforcement officials, or from individuals whose rights are harmed by the violation.

23. EMPLOYEE INSURANCE AND OTHER COVERAGES

The Town of Star City shall provide a variety of insurance and other benefits as required by law or at the election of City Council.

23.1. Group Insurance Plan

If you are scheduled to work forty (40) hours per week and meet the eligibility requirements you may choose to participate in the group health insurance plan(s). These include Medical and Life Insurance. The Town of Star City will pay costs of certain plan(s) as determined by the City Council. Payments of these benefits are subject to change and reviewed yearly by council.

23.2. Retirement

If you meet the eligibility requirements you may participate in the Town of Star City's 457 Deferred Compensation Plan. You will be provided information concerning this offering during employee enrollment.

23.3. Social Security

Employees are covered under the provisions of the Social Security Act. Your deductions and the Town of Star City's matching deductions, as the employer, shall be determined by IRS Circular E, as amended.

23.4. Worker's Compensation

The Town of Star City pays a premium to cover you in the event you are injured while on the job. In the event an employee is injured while on the job, you are required to report every case of an accident or injury to your supervisor immediately, regardless of whether the injury or accident involves loss of work. You may obtain an Incident Report form from the Business Office or from your Supervisor. All incidents must be reported within twenty-four (24) hours of the time of the occurrence. Failure to inform your immediate supervisor or the Mayor that their injury is work related may result in the denial of benefits.

23.5. Employment Security

The Town of Star City pays a premium to the State of West Virginia Unemployment Compensation Fund, in the event an employee is laid off or there is a reduction in the work force. Information on coverage and benefits may be obtained at the Unemployment Office designated for your county.

23.6. Liability Coverage

The Town of Star City, in order to protect the town and its employees, purchases coverage for work related incidents that may result in a legal action against the agency. Coverage does not include nonprofessional acts, i.e. neglect, unethical behavior, acts of omission, etc.

23.7. Section 125 Benefits

You may elect to take a salary reduction to pay for dependent care, unreimbursed medical expenses and employee-sponsored health insurance premium costs with pre-tax dollars. Once this election is made, it cannot be changed during the plan year unless you meet the requirement of a life statue change (birth of a child, adoption of a child, death of a covered dependent, marriage, divorce).

24. NEPOTISM

The Town of Star City shall implement procedures to prevent or reduce the opportunity for undue favoritism to relatives (nepotism). No relatives may work directly for or supervise nor occupy a position in the same line of authority within the organization.

A relative is any person who is related by blood or marriage or whose relationship with another employee is similar to that of persons who are related by blood or marriage.

You should self-disclose if you are a relative of any other employee at the Town of Star City. These employees will be treated on a case-by-case basis to effect an appropriate separation from any potential conflict.

As a new employee, you should self-disclose your relationship to any other Town of Star City staff member after being offered employment but before you are accepted for employment. If your family member is in the same “line,” the Town of Star City reserves the right not to employ you. Notice of this policy shall be provided to all applicants at the time of the interview, but the question will not be asked until after determining the most qualified applicant for a position. Having a relative on the staff of the Town of Star City will not influence the decision to offer employment.

Should you become a “relative” by blood, marriage or some other form of joint association you should self-disclose immediately. Appropriate separation shall be attempted but if it cannot be achieved either due to constraints on the Town of Star City or an unwillingness of the parties, either you or your relative must resign within thirty (30) days. If you and your relative are unable to decide who must resign, the Mayor shall decide.

25. PARTISAN POLITICAL ACTIVITIES

Office of Management and Budget Circulars A-128 and A-133, “Audits of State and Local Governments” and “Audits of Institutions of Higher Education and Other Nonprofit Organizations”, respectively, establish the compliance requirement for assuring that federal funds are not used for political purposes of any kind by any person or organization involved in the administration of federally-assisted programs [Hatch Act (5 USC 1501-1508) and Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act].

The Town of Star City shall not attempt to influence your political views, nor shall the Town of Star City deny your right to participate in political activities on your own time. You are, however, prohibited from expressing any public political opinion on behalf of the Town of Star City.

26. OUR RESPONSIBILITY

In order to fulfill the Town of Star City's mission, it must be understood that the functions and prerogatives, which normally are entrusted to management, both inherently and expressly, are retained and vested exclusively in the town's council. These functions and prerogatives include, but are not limited to the sole and exclusive right in the accordance with management's judgment and discretion:

- To take whatever action is necessary to fulfill the town's mission;
- To alter or amend the town's mission;
- To determine the services to be rendered;
- To introduce new or improved services and to discontinue services;
- To expand or contract existing services;
- To determine the number, location, and operation of town programs;
- To control and regulate the use of the town's property, facilities and equipment;
- To organize and reorganize the town's structure;
- To use independent contractors in any capacity deemed advisable;
- To hire, and determine applicant and staff qualifications and job assignments;
- To promote, transfer, layoff, discipline and discharge staff;
- To set standards of productivity and efficiency and to ensure compliance with such standards;
- To establish, change, or reduce staff compensation, including wages and benefits referred to in this document;
- And to issue, amend, or discontinue such policies and rules, including policies and rules referred to in this document.

The fact that the Town of Star City has refrained from exercising any such prerogative or function or has elected to exercise such prerogative or function in a particular manner shall not preclude the subsequent exercise of such prerogative or function or its exercise in a different manner.

CERTIFICATION

I acknowledge that I have been provided with a copy of the Policy Statement Regarding Drugs and Alcohol in the Workplace, that I understand its provisions, and that I will abide by each of its provisions while employed by the Town of Star City. I further understand that I am required to abide by this policy as a condition of my continued employment.

I certify that I will notify my supervisor or his/her designee of any conviction for a violation of any criminal drug statute occurring in the workplace no later than five (5) days after such conviction.

Signature

Printed Name

Date

ACKNOWLEDGMENT OF REVIEW

I have received a copy of the Town of Star City’s Personnel Policies Handbook and have read the policies carefully. I understand that nothing in this document in any way creates an express or implied contract of employment. This document and the policies, rules and benefits to which it refers may be amended, modified, or discontinued at any time by the Town in its discretion. Either the Town of Star City or I can terminate my employment-at-will at any time, for any reason. No person other than the Mayor of the Town of Star City has the authority to enter into any express or implied contract agreement of employment for any specified term or under any specified conditions.

Employee’s Signature

Date

Employee’s Name (Please Print)

Witness

Date