CIVILITY PLEDGE

The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

BRETT REICHERT
COUNCILMAN AT LARGE

MARK ADAMS
COUNCILMAN WARD I

CHASE STELL
COUNCILMAN WARD II

MAYOR AND COUNCIL REGULAR SESSION

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354 Or, visit the City's Website for live stream at https://hapeville.org/562/Agendas-and-Minutes.

August 4, 2026 6:00 PM

AGENDA

1. **CALL TO ORDER:**
2. **ROLL CALL:**
   Alan Hallman
   Mike Rast
   Brett Reichert
   Mark Adams
   Chase Stell
3. **WELCOME:**
4. **PLEDGE OF ALLEGIANCE:**
5. **INVOCATION:**
6. **PRESENTATIONS:**
7. **PUBLIC HEARING:**

7.I. Consideration and Action to Approve the Alcohol Beverage License Request for Bertha@2 D/b/a *Hammers ATL, LLC*, at 898 Virginia Ave. Hapeville, GA 30354.

Background:

Bertha@2, also known as *Hammers ATL, LLC*, is under new ownership and has successfully completed all requirements of the City's alcohol licensing process. All required departmental reviews and inspections have been completed with no outstanding concerns, and the required public notice has been published in accordance with City regulations. The application is now before the Mayor and Council for final consideration and approval of the requested alcohol license.

Staff Comments:
Applicant Comments:
Public Comments:

Supporting Document(s):

1. ALC Application _ Redacted
2. menu 1
3. menu 2
4. Code Enforcement Report
5. Fire Marshall Report
6. AD568573_jnl

7.II. Consideration of a Text Amendment to the Code of Ordinances for the Tree Preservation Ordinance - First Reading

Background:
Consideration of an amendment to the Code of Ordinances, including Article 29 (Tree Conservation), Division 3 (Tree Replacement and Protection), Section 93-29-7 (Preservation, Replacement, and Removal of Landmark Trees), and Division 4 (Implementation, Enforcement, and Penalties), Section 93-29-13 (Tree Preservation Trust Fund), for the purpose of updating the Tree Conservation Ordinance, including revisions to enforcement provisions and penalties associated with unauthorized tree removal.

The Planning Commission considered this item on May 12, 2026, and recommended approval. Staff supports this recommendation.

Staff Comments:
Public Comments:

Supporting Document(s):
1. Amended Ordinance for Chapter 93 Zoning TEXT AMENDMENT FOR TREE PRESERVATION ORDINANCE
2. Planners Report Landmark Tree Fine Cap
3. Legal Ad Affidavit - Tree Preservation Ordinance_Text Amendment
4. Minutes - 05-12-2026_draft

7.III. Consideration of a Text Amendment to the Code of Ordinances for Regulations Related to Vape Shops - First Reading

Background:
Consideration of an amendment to the Code of Ordinances, Article 1 (Title, Definitions, and Application of Regulations), Section 93-1-2 (Definitions), and Article 3.2 (Conditional Uses), Section 93-3.2-6 (Special Use Permit Criteria and Standards), for the purpose of establishing regulations for vape shops.

The Planning Commission considered this item on June 25, 2026, and recommended approval with changes. Staff supports this recommendation.

Staff Comments:
Public Comments:

Supporting Document(s):
1. Amended Ordinance for Chapter 93 Zoning; Special Use Facility and Permits 6.3.26 LCR
2. Planners Report Vape Shop June 2026 Revised with PC comments
3. Legal Ad Affidavit - Vape Shops Ordinance_Text Amendment
4. Minutes - 06-25-2026_draft

8. QUESTIONS ON AGENDA ITEMS:

The public is encouraged to communicate their questions, concerns, and suggestions during Public Comments. The Council does listen to your concerns and will have Staff follow-up on any questions you raise. Any and all comments should be addressed to the Governing Body, not to the general public and delivered in a civil manner in keeping with common courtesy and decorum.

9. CONSENT AGENDA:

9.I. Consideration and Action to Approve June 16, 2026, Mayor and Council Meeting Minutes.

Supporting Document(s):
1. 06162026 Drafted Minutes

10. OLD BUSINESS:

10.I. Discussion of Proposed 2026 Employee Handbook.

Background:
In 2024, the City of Hapeville initiated a comprehensive rewrite of the 2018 Employee Handbook. After multiple rewrites, internal and external reviews, Human Resources, in partnering with City Staff, has worked to rewrite and update the handbook to better reflect current policies, procedures, and organizational needs.
Human Resources and City staff respectfully request that the Mayor and Council review the proposed changes, provide feedback and recommendations, and allow for any final revisions prior to consideration and approval of the fully revised Employee Handbook.

Upon approval, each employee will receive a copy of the updated handbook and will be trained on the policies and procedures contained within it.

Supporting Document(s):
1. FINAL REDLINE of HAPEVILLE PERSONNEL POLICY 7.9.26 LCR v8 7-31-2026
2. Summary of Handbook Changes
3. Summary of Handbook Changes v2
4. Employee Handbook 2018 rev

11. NEW BUSINESS:

11.I. Consideration and Action to Approve a Telecom and Right-of-Way Program Agreement with Google Fiber.

Background:
Google Corporation is reaching out to Georgia municipalities to lay fiber and offer broadband services to residents and businesses. For some time, Georgia Municipal Association's Local Government Services and Google have been working on a model Right of Way and Franchise fee agreement for municipalities.
Attached is the GMA/Google model agreement that we are bringing before council for approval. Franchise fees will be two (2) percent of gross revenues, paid after each quarter.

Google will follow the City's permitting process and start providing retail services if the City adopts the agreement.

Supporting Document(s):
1. City of Hapeville, Georgia - Google Fiber - ROW Agreement

11.II. Consideration and Action to Enter into an Agreement with Trees Atlanta to Facilitate the Hapeville Front Yard Tree Program.

Background:
The City of Hapeville maintains a Tree Bank to support the protection, planting, maintenance, and regeneration of trees and other forest resources within the City, as well as to fund related educational initiatives. The Tree Bank is funded by contributions from developers, builders, contractors, homeowners, and others as recompense for the permitted or unlawful removal of trees within the City.

The Hapeville Front Yard Tree Planting Program has proven to be a tremendous success. During the 2025 program, residents participated in the initiative, resulting in the planting of 38 new trees throughout the community and significantly expanding Hapeville's urban tree canopy. Building on that success, 2026–2027 will mark the City's second year participating in the program in partnership with Trees Atlanta.

If approved, the initiative will provide for the planting of up to 40 trees in private front yards throughout the City between October 1, 2026, and March 31, 2027. The agreement authorizes the use of up to $15,000 from the Tree Bank to support the program. Trees Atlanta will launch an online application portal, allowing eligible property owners to apply to receive up to two (2) front yard trees per household.

Supporting Document(s):

1. 2026-27 Trees Atlanta Hapeville Front Yard Program Contract_Amended

12. CITY MANAGER REPORTS:

13. PUBLIC COMMENTS:

Members of the public wishing to speak shall sign in with the City Clerk prior to the start of the meeting. Time limitations for Registered Comments are three (3) minutes per person. The total Registered Comment session shall not last more than fifteen (15) minutes unless extended by Council. Each member of the public, who fails to sign up with the City Clerk prior to the start of the meeting, wishing to address Mayor and Council shall have a total of two (2) minutes. The entire general comment session for Unregistered Comments shall not last more than ten (10) minutes unless extended by Council.

14. MAYOR AND COUNCIL COMMENTS:

15. EXECUTIVE SESSION: *When Executive Session is Required one will be called for the following issues: 1) Litigation O.C.G.A. §50-14-2; 2) Real Estate O.C.G.A. §50-14-3(b)(1); or 3) Personnel O.C.G.A. §50-14-3(b)(2).*

16. ADJOURN:

Public involvement and citizen engagement is welcome as Hapeville operates a very open, accessible and transparent government. We do however remind our attendees/residents that there are times allocated for public comments on the agenda. In order for council to conduct their necessary business at each meeting, we respectfully ask that side-bar conversations and comments be reserved for the appropriate time during the meeting. This will allow the City Council to conduct the business at hand and afford our meeting attendees ample time for comments at the appropriate time during the meeting.

Hapeville
georgia

City Clerk's Office
3468 North Fulton Avenue
Hapeville, GA 30354
Phone: (404) 766-3004
Fax: (404) 669-3302

Alcohol Beverage License Application

Instructions: This application must be typed or printed legibly and executed under oath. Each question must be fully answered. If space provided is not sufficient to answer the question please use a separate sheet of paper.

Holding an alcohol beverage license with the City of Hapeville is a privilege.

☒ New ☐ Amended

Date: 05·26·2026

Contact Name: Bobby Eugene Craig Jr. Phone: [redacted]

Business/Trade Name: Bertha @2

D/B/A: Hammers ATL L.L.C.

Email: [redacted]

Emergency Contact Name: Donna Craig Phone: [redacted]

Business Address: 898 Virginia Ave Hapeville Ga 30228

TYPE OF BUSINESS

- ☐ Convenience Store
- ☐ Grocery Store
- ☐ Hotel/Motel
- ☐ Package Store
- ☐ Manufacturer
- ☐ Specialty Beverage Store
- ☒ Restaurant
- ☐ Restaurant under 2,000 Sq. Ft.
- ☐ Wholesale
- ☐ Other: _____

TYPE OF LICENSE AND FEES

Retail		On-Premise Consumption		Wholesale/Manufacturer	
☐ Beer/Wine	$3,150.00	☐ Beer/Wine	$3,150.00	☐ Beer/Wine	$3,150.00
☐ Package	$5,000.00	☒ Beer/Wine/Liquor	$5,000.00	☐ Beer/Wine/Liquor	$5,000.00

On-Premise Consumption below 2,000 Sq. Ft.

☐ Beer	$750.00
☐ Wine	$750.00
☐ Liquor	$1600.00

APPLICANT INFORMATION
Please submit a passport photograph of owner(s) with completed application.

Full Name: Bobby Eugene Craig Jr. Date of Birth: [redacted] 1954
Current Address: [redacted]

Spouse Name: Donna Craig

Address of Applicant (if different for the past 5 years):

Name and Location of Employers for the last five years:
retired

Have you been arrested in the last five years? ☐ Yes ☒ No (If yes, explain)

Has your spouse been arrested in the last five years? ☐ Yes ☒ No (If yes, explain)

BUSINESS INFORMATION
Type of business entity: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other L.L.C.

Has an Occupational Tax Certificate been obtained and paid for said business? ☐ Yes ☒ No (If not issued by the City of Hapeville please include a copy with application.)

Federal Tax ID Number: 58 2264614 State Tax ID Number: 309.164378

Do you own the property? ☐ Yes ☒ No (If no, please provide name, address, and contact number for the landlord. A copy of the Lease must be attached to this application.)
Landstructe Inc. Kent Ward 7510 Bridge Gate Court Sandy Springs GA. 30350

Name each person(s) having a financial interest in the Establishment.

Full Name	Position	Social Security Number	Address	% of Interest
Bobby Eugene Craig Jr	corp. officer	[redacted]	[redacted] Hampton GA 30228	100%

Have you or anyone with interest in the establishment ever or do you currently hold an alcohol beverage license with any other municipality, county, or state? ☐ Yes ☒ No

If so, have you or anyone holding interest in the establishment ever been placed on probation or had your license revoked? ☐ Yes ☐ No (If yes, please explain on separate sheet of paper and attach hereto.)

Provide name, address, Social Security Number, and phone number for each Manager if different from owner. A passport photograph, Personnel Statement, and Background Check must be submitted for each manager.

Full Name	Social Security Number	Address	Phone Number

BUSINESS SPECIFIC INFORMATION

County Tax Parcel ID _____ Zoning District _____

Nearest Intersection: _____

Building Square Footage: _____ Business Square Footage (if not using entire building): _____

Patio/Outdoor Dining Square Footage (if applicable): _____

Number of Parking Spaces for business? (Attach site plan showing designated, striped parking and lighting)

90

If shared parking, detail of how many are dedicated to the business and details of other businesses sharing parking (addresses). _____

Hours/days of operation: Mon thru Sat 11:00am til 2:00am

Sunday 12:30pm til 2:00 am.

Description of adjacent properties (residential/commercial) _____

restaurants, fast food

If application is for Retail Sale, attach a surveyor's certificate containing the following information:

- A scale drawing of the building and/or proposed building
- The proposed off-street parking facilities available to the building and all outdoor lighting on the premises
- The exact location of the business, including street address, ward, and county tax map number
- Current zoning classification of the location
- The distance from the business to each of the following: the nearest school, church building, and the nearest alcoholic treatment center owned and operated by state, county or municipality.

VERIFICATION OF APPLICATION

I hereby make application for an Alcohol Beverage License for the City of Hapeville. I understand that holding this license is a privilege. I do hereby affirm and swear that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just case for invalidation of this application and any action taken on this application. I understand the City of Hapeville reserves the right to

enforce any and all ordinances regardless of payment of license fee and further that it is my/our responsibility to conform with said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Hapeville pursuant to O.C.G.A. §16-10-20.

Signature of Applicant or Agent

Bobby Craig Jr

Print or Type Name

I certify that Bobby Craig Jr (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 28 day of May, 2026

Notary Public

My commission expires on: June 24, 2026

SHAREE STEED NOTARY PUBLIC CLAYTON COUNTY, GEORGIA MY COMMISSION EXPIRES JUNE 24, 2026

Crab Bites*- 6 Crab Bites served with Aioli Sauce 10.25

Crab Bite Basket*- 10 Crab Bites served with Aioli Sauce, Coleslaw, Texas Toast and a side of fries. 18.00

Hammer Burger*- 6 oz. Black Angus Beef patty served on a Brioche Bun. Topped with Lettuce, Onion and Tomato, served with a side of fries. 13.00 Add Cheese 1.75
Add Bacon 2.25

Patty Melt Burger*- 6 oz. Black Angus Beef patty served on Texas Toast. Topped with Grilled Onions, White Cheese, 1000 Island dressing and a side of fries. 14.50

Western Burger*- Our Hammer Burger topped with American Cheese, Bacon and a Fried Onion Ring. Served with Tangy BBQ sauce and a side of fries. 15.00

Chili Cheeseburger*- Our Hammer Burger topped with American Cheese, Chili, Jalapenos and an Onion Ring. Served with a side of fries. 15.50

Chicken Sandwich*- Grilled Chicken Breast served on a Brioche Bun. Topped with Lettuce, Onion and Tomato, served with a side of fries. 14.50
Add Cheese 1.75 Add Bacon 2.25

Philly Cheese Steak- Thinly sliced Beef sauteed with Mushrooms, Onions and Bell Peppers. Topped with White American Cheese and served on Hoagie Roll and a side of fries. 13.00

Philly Cheese Chicken*- Same as the Philly Cheese only made with Tender Grilled Chicken Breast. 14.50

Classic B.L.T.- Bacon, Lettuce, Tomato served on Texas Toast with a side of fries. 11.50

Grilled Deli Sandwich- Your choice of Ham or Turkey, grilled and topped with American Cheese, Lettuce and Tomato. Served with a side of fries 12.00

Grilled Cheese- American Cheese grilled and served with a side of fries. 10.00

Chicken Tender Sandwich*- Fried Chicken Tenders tossed in Medium Sauce. Topped with Ranch dressing, Lettuce, Tomato and Onion served on Texas Toast with a side of fries. 14.00

Chicken Tender Basket*- 4 Chicken Tenders served with Honey Mustard and fries. 13.00

Consuming raw or undercooked foods such as red meat, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness, especially if you have a medical condition.

NO SUBSTITUTIONS or **SPECIAL ORDERS. TO GO ORDERS,** ADD 1.00 per meal. **EXTRA SAUCES** ADD 1.00

To ensure proper service an 18% gratuity is added to guest checks, 10% for TO-GO orders.

Fries, Tots or Onion Rings 6.50 **Half order** 5.25

Chili Cheese Fries or Tots-topped with Cheddar Cheese and Chili. 9.75

Add sour cream 1.25 Add jalapenos 1.00

Zucchini Fries- served with Horseradish Sauce. 9.25

Fried Mushrooms- served with Ranch Dressing. 9.25

Cheese Sticks- 6 Mozzarella Cheese Sticks served with Marinara sauce. 9.25

Spicy Cheese Basket- Spicy Habanero Cheese Curds served with Ranch. 9.25

Jalapeno Poppers- 8 Cheese filled Jalapenos served with Salsa. 9.25

Macaroni Bites- 10 Cheesy Bites served with Ranch. 9.25

Southwestern Rolls- 3 Stuffed Eggrolls served with Sweet Hot Chili. 10.25

Bowl of Homemade Chili-served with Crackers 9.75

Side Salad- bed of Lettuce topped with Cucumbers, Tomatoes and Cheese 8.00

House Salad*- bed of lettuce topped with Cucumbers, Tomatoes, Cheese, Bell Peppers, Onions and a Boiled Egg Full 11.00 Half 9.00

Add a Grilled Chicken Breast 6.00 Add Ham or Turkey 4.00

Salad dressing: Ranch, Blue Cheese, Thousand Island, Honey Mustard, Italian, French

Hammer's JUMBO wings*- served with a choice of Ranch or Blue Cheese dressing

6 Wings 10.00 10 Wings 17.00 20 Wings 32.00

Sauces: Hot, Medium, Mild, Garlic Parmesan, Hot Honey, Honey BBQ, Sweet Hot Chili, Lemon Pepper, Teriyaki

Hammers does not offer EXTRA CRISPY WINGS.

Freshly boiled Peel and Eat Shrimp*- Served HOT or COLD with Melted Butter, Seasoning, Cocktail Sauce and a Lemon Wedge.

10 shrimp 15.00 20 shrimp 20.00 30 shrimp 27.00

Fried Shrimp*- 10 Fried Butterfly Shrimp served with Coleslaw, Texas Toast and Fries. 18.00

Date: July 08, 2026

Reference: Business: Hammers ATL LLC.

Code Compliance at: 898 Virginia, Ave Hapeville, GA 30354

Summary:
A Code Compliance Inspection was conducted at 898 Virginia, Ave, Hapeville, GA, 30354 for a business license.

Findings:
During my inspection, I observed no violation, I informed them that the license, when issued must be posted and visible to the public, and the license must be renewed yearly by March 31st.
All sign obtained for the business must have a permit, two per year good for 30 days each. We also talked about night lights, cameras, alarms, tinted windows and window signage**. Pass**

Officer Ofori 104
Hapeville Code Enforcement & Animal Control
700 Doug Davis Drive
Hapeville, GA 30354
Tel: 404-615-4208

Inspection No:	IEX26-99
Inspection Date:	07/08/2026
Inspection Time:	1.09
Inspected By:	Brown, Jennifer

CITY OF HAPEVILLE FIRE DEPARTMENT
FIRE INSPECTION REPORT

Inspection and Compliance Orders					
Facility:	Hammers	**Address:**	898 Virginia Avenue		
Phone:	770-865-5512				
Fax:		**City:**	Hapeville		
Email:	dbc2266@ymail.com	**State:**	GA	**Postal Code:**	30354
Primary Contact					
Contact:	Craig, Donna	**Work:**			
Email:	dbc2266@ymail.com	**Cell:**	770-560-9351		

Inspection Type:	Alcohol Review Inspection

Violation Code	Days to Correct*	Violation	Notes	Location

Inspection Notes:

Fire Inspection Report Business: Hammers Address: 898 Virginia Avenue, Hapeville, GA Inspection Type: Alcohol Renewal Date of Inspection: July 8, 2026 A fire and life safety inspection was conducted at the above referenced location in relation to an alcohol license review. The building is an existing structure originally constructed in 1966. Based on the age of the building, there is no fire alarm system or automatic sprinkler system installed within the occupancy. No such systems were observed at the time of inspection. At the time of inspection, smoke detectors were present and found to be in good working order. Fire extinguishers (ABC and Class K) were present and within current service dates (October 2025); however, only the ABC extinguishers were properly mounted at the time of inspection. The Class K extinguisher was present but not mounted in its proper location. Exit signs and emergency lighting were operational, providing adequate illumination with emergency backup. All exits were observed to be free and clear, providing an adequate means of egress. The hood suppression system was serviced in April 2026, with hood cleaning completed in May 2026. The next scheduled service is August 2026. CO_2 tanks used for carbonated beverages were observed to be properly secured in designated locations within the kitchen and outdoor bar areas. Extension cords and surge protectors were observed throughout the interior of the business as well as within the outdoor bar area. All were found to be in good condition, with no tears, damage, or exposed wiring noted at the time of inspection. The establishment was found to be neat and clean. Items Requiring Attention: Install a cover plate over an open electrical box with capped wiring located on the rear wall of the kitchen near the water heater. Mount the Class K fire extinguisher in its proper location adjacent to the cooktop area (within 30 feet). Provide documentation (reports/invoices) for hood suppression system service and cleaning. I spoke with the General Manager, Mrs. Donna, regarding the noted items. She acknowledged the deficiencies and will ensure corrective actions are completed. Once the items have been addressed, Mrs. Donna will provide photographic verification along with supporting documentation. This documentation will be maintained within the inspection file. Status: Pending Corrections ** UPDATE: 07/09/2026** Upon review of the photographic verification and supporting documentation submitted by the General Manager, Mrs. Donna, all previously noted deficiencies have been addressed. The provided documentation has been received and uploaded into the inspection file. Based on the information submitted and verified, the business is now in compliance with applicable fire and life safety requirements and satisfies the standards of the Fire Marshal's Office.

Inspector :
Jennifer Brown



* Number of days to correct from date inspected.

A variance procedure is available. Please contact the inspector named for further assistance with this or any other matter.

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30162-1633
(770)795-3050

ORDER CONFIRMATION

Salesperson: ALECIA SEALS — Printed at 07/20/26 15:20 by aseal-tj

Acct #: 243567 — Ad #: 568573 — Status: New

CITY OF HAPEVILLE
3468 NORTH FULTON AVENUE
HAPEVILLE GA 30354

Start: 07/29/2026 — Stop: 08/05/2026
Times Ord: 2 — Times Run: ***
LEGLV 1.00 X 2.38 — Words: 68
Total LEGLV 2.38
Class: 9010 ALCOHOLIC BEVERAGES
Rate: FABL — Cost: 520.00
Affidavits: 1
Ad Descrpt: FN1961 BERTHA@2
Descr Cont: FN1961 GPN02 ON-PREMISE C
Given by: SHAREE STEED
P.O. #:
Created: aseal 07/20/26 15:15
Last Changed: aseal 07/20/26 15:19

Contact: TONYA HUTSON
Phone: (404)669-2120
Fax#:
Email: thutson@hapeville.org
Agency:

PUB	ZONE	EDT	TP	RUN DATES
SFUL	A		95 S	07/29 08/05

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

_____ Name (print or type)

_____ Name (signature)

.

FN1961
GPN02
ON-PREMISE CONSUMPTION

APPLICATION HAS BEEN MADE BY BERTHA@2 D/B/A HAMMERS ATL, LLC, OWNER BOBBY CRAIG JR. AT 898 VIRGINA AVE. HAPEVILLE, GA 30354 FOR THE ISSUANCE OF A 2026 ALCOHOL BEVERAGE ON-PREMISE CONSUMPTION BEER/WINE/LIQUOR.

A PUBLIC HEARING WILL BE HELD BY HAPEVILLE MAYOR AND COUNCIL ON AUGUST 4, 2026, AT 6:00 PM, AT HAPEVILLE MUNICIPAL COMPLEX AT 700 DOUG DAVIS DRIVE, HAPEVILLE, GEORGIA 30354.

#7:29;8:05
568573-AT

STATE OF GEORGIA
CITY OF HAPEVILLE

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 93, ZONING, OF THE CODE OF ORDINANCES FOR THE CITY OF HAPEVILLE, GEORGIA; TO CREATE AND IMPOSE TREE CONSERVATION FINES FOR COMMERCIAL AND RESIDENTIAL PROPERTY FOR REMOVAL OF LANDMARK TREES; TO CREATE CRITERIA FOR PRESERVATION, REPLACEMENT AND REMOVAL OF LANDMARK TREES; TO CREATE THE TREE PRESERVATION TRUST FUND; TO SET THE MONETARY CAP FOR FINES AND PENALTY AMOUNTS FOR VIOALTIONS OF THE TREE PRESERVATION ORDINANCE;TO REPEAL ALL CONFLICTING PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council shall have full power and authority to provide for the execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers, agencies, or employees granted by the City of Hapeville's Charter or by state law; and,

WHEREAS, the municipal government of the City of Hapeville (hereinafter "City") and all powers of the City shall be vested in the Mayor and Council. The Mayor and Council shall be the legislative body of the City; and,

WHEREAS, amendments to any of the provisions of the City's Code may be made by Mayor and Council by amending such provisions by specific reference to the section number of the City's Code; and,

WHEREAS, every official act of the Mayor and Council which is to become law shall be by ordinance; and,

WHEREAS, the governing authority of the City finds it desirable and in the interest of public safety and the welfare of the citizens of the City to adopt a text amendment to Chapter 93 of the Code for the preservation and protection of the tree canopy in the City of Hapeville.,

BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA THAT:

Section One. The following language shall replace the language set forth in Chapter. 93 (Zoning), Article 29 (Tree Conservation), Section 7 (Preservation, Replacement and Removal of Landmark Trees):

*"***Sec. 93-29-7**. - **Preservation, Replacement and Removal of Landmark Trees.**

A landmark tree is any tree which qualifies for special consideration for preservation due to its size, type and condition. The following criteria are used by the city to identify landmark trees. Both the size and condition criteria must be met for a tree to qualify.

(1) Minimum size criteria:

a. 27-inch caliper at DBH: Oak, Beech, Ash, Blackgum, Sycamore, Hickory, Maple (does not include Silver Maple), Pecan, Walnut, Magnolia (does not include Bigleaf Magnolia), Persimmon, Sourwood, Cedar, Cypress or Redwood.
b. 30-inch caliper at DBH: Tulip Poplar, Sweet Gum, River Birch, Silver Maple or Pine.
c. Ten-inch caliper at DBH: American Holly, Dogwood, Redbud or another genus as determined by the city arborist such as Bigleaf Magnolia.
(2) Condition criteria:
a. Life expectancy greater than 15 years;
b. Relatively sound and solid trunk with no extensive decay or significant structural deficiencies;
c. No more than two major and several minor dead limbs (excluding pine for minor limbs); and
d. A radial trunk dieback of no more than 20 percent or a canopy dieback of no more than 30 percent.
(3) Small trees can be classified as landmark if of a rare or unusual species, of exceptional quality, or socio-historical significance. Small trees may also qualify as landmark if used in a landscape as a focal point of the design. In order to claim this credit, the applicant must submit a letter from a certified arborist stating that the tree(s) meet these qualifications pursuant to subsection (5) of this section.
(4) An arborist report for each landmark tree that is shown to be impacted by a proposed development requiring an LDP must be submitted to the city to determine whether that tree meets the condition criteria for landmark status. The report must be prepared and signed by a certified arborist or a registered forester. The report must contain the following information:
(i) site plan showing an accurate surveyed location of the tree;
(ii) identification/verification of the tree's size, genus and species;
(iii) description of the surrounding site conditions;
(iv) detailed description of the tree's condition; and
(v) digital photographs to illustrate any defects which would disqualify the tree from landmark status. The final determination of landmark tree status will be made by city staff after reviewing the report.
a. If a landmark tree is proposed for removal without an associated LDP either by a single-family homeowner or a business, a plan or written documentation indicating the reason for removal must be submitted to the city. The final approval for removal will be made by city staff on a case-by-case basis.
b. The removal of any landmark tree impacted by a proposed development must be mitigated by replacing the removed landmark tree with minimum four-inch caliper trees of comparable species on an inch for inch replacement basis.
Example: 32" Oak would require replanting eight four-inch caliper trees [32 / 4 = 8]. These recompense trees are in addition to the minimum 100 inches per acre for a particular site.
c. Any person who removes a landmark tree in violation of this article shall be assessed a fine pursuant to subsection (5) of this section. Regarding landmark trees removed after being designated for preservation on an approved plan, the removed tree must also be replaced on an inch-for-inch basis x 2 with tree species with potential for comparable size and quality, regardless of the 100 inches per acre requirement. If a tree is removed without approval and there is no evidence of its condition, size alone will be the determining factor for replacement. Regarding landmark trees removed on a residential lot that is not currently being developed,

DRAFT

the fine shall be paid as referenced, however there shall be no requirement for replacement of the landmark tree.

(5) In order to encourage the preservation of landmark trees and the incorporation of these trees into the design of new development projects, the following incentive is offered.
a. Preserved landmark trees with undisturbed CRZ will receive 1.5 x inches DBH [30" oak x 1.5 = 45"].
Under no circumstance will this incentive allow the requirements of this article to be reduced administratively."

Section Two. The following language shall replace the language set forth in Chapter. 93 (Zoning), Article 29 (Tree Conservation), Section 13 (Tree Preservation Fund):

"**Sec. 93-29-13. Tree Preservation Trust Fund**

This article hereby establishes the city tree bank. The tree bank may be used to purchase, install, and maintain trees throughout the city's public areas, including parks, green spaces, right-of-way, and government building sites. At the discretion of the community services director, tree bank funds may also be used to support partnerships with non-profit or not for profit organizations for tree planting programs in the city.

(1) Occasionally a project site does not have the capacity or will not bear the required 100 inches per acre of trees. If a property owner or developer cannot meet the minimum site density requirement for tree replacement and/or landmark tree recompense, and with planning commission approval, a mitigation fee for each tree required by this article but not planted will be paid to the tree bank. A schedule of mitigation fees is presented below:

Replacement	**Mitigation fee**
Non-recompense (inches per acre)	$150.00 per inch
Non-recompense (inches per acre) outside the buildable area	$175.00 per inch
Recompense (landmark tree inches)	**$200.00 per inch**

Example for non-recompense mitigation fee:
.5 acres x 100 inches = 50 inches required
45 inches planted or preserved
Five remaining inches paid to tree bank
5 x $150.00 = $750.00 paid to tree bank

Example for landmark tree recompense mitigation fee:
Two 30" specimen trees in good condition removed
(assume inches per acre is met)

20 inches = five 4" caliper trees planted
Ten remaining inches paid to tree bank
10 x $200.00 = $2,000.00 paid to tree bank

(2) A fine for each protected tree or landmark tree removed without a permit issued by the city will be paid to the tree bank. Fine amounts will be based on the fee schedule shown above.

(3) A fine for each protected tree or landmark tree removed without a permit issued by the city will be paid to the tree bank. Fine amounts will be based on the fee schedule shown above with single family residential lots with owner-occupants will be capped at 50% not to exceed $5,000 for the first occurrence. Each occurrence thereafter will incur the full fine at a rate set forth herein. Non-single-family owner-occupied lots and commercial lots are subject to the full fine for mitigation and replacement costs.

Section Three. Codification. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

Section Four. Severability.

(a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section Five. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

DRAFT

Section Six. Effective Date. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this _____ day of _____, 2026.

CITY OF HAPEVILLE, GEORGIA

_____

Alan H. Hallman, Mayor

ATTEST:

_____

Sharee Steed, City Clerk

APPROVED BY:

_____

City Attorney

DRAFT

DEPARTMENT OF PLANNING AND ZONING
PLANNER'S REPORT

DATE: May 6, 2026
TO: Adrienne Senter
FROM: Lynn M. Patterson
RE: Text Amendment Tree Conservation Fines

BACKGROUND

In an effort to preserve and protect the tree canopy in Hapeville, the City revised its Tree Conservation Ordinance in 2020. Landmark trees were clearly identified, including the fine for removing healthy landmark trees with, and without, a permit. Landmark trees removed without a permit for commercial properties must pay a fine and replace the trees based on a 2x inch-for-inch basis. For residential properties, only the fine applies. Fines for removing trees without a permit is subject to a fine.

Relevant Code Section
Sec. 93-29-7. - Preservation, replacement and removal of landmark trees.
A landmark tree is any tree which qualifies for special consideration for preservation due to its size, type and condition. The following criteria are used by the city to identify landmark trees. Both the size and condition criteria must be met for a tree to qualify.
(1) Minimum size criteria:

a. 27-inch caliper at DBH: Oak, Beech, Ash, Blackgum, Sycamore, Hickory, Maple (does not include Silver Maple), Pecan, Walnut, Magnolia (does not include Bigleaf Magnolia), Persimmon, Sourwood, Cedar, Cypress or Redwood.
b. 30-inch caliper at DBH: Tulip Poplar, Sweet Gum, River Birch, Silver Maple or Pine.
c. Ten-inch caliper at DBH: American Holly, Dogwood, Redbud or another genus as determined by the city arborist such as Bigleaf Magnolia.

(2) Condition criteria:

a. Life expectancy greater than 15 years;
b. Relatively sound and solid trunk with no extensive decay or significant structural deficiencies;
c. No more than two major and several minor dead limbs (excluding pine for minor limbs); and
d. A radial trunk dieback of no more than 20 percent or a canopy dieback of no more than 30 percent.

(3) Small trees can be classified as landmark if of a rare or unusual species, of exceptional quality, or socio-historical significance. Small trees may also qualify as landmark if used in a landscape as a focal point of the design. In order to claim this credit, the applicant must submit a letter from a certified arborist stating that the tree(s) meet these qualifications pursuant to subsection (5) of this section.
(4) An arborist report for each landmark tree that is shown to be impacted by a proposed development requiring an LDP must be submitted to the city to determine whether that tree meets the condition criteria for landmark status. The report must be prepared and signed by a certified arborist or a registered forester. The report must contain the following information:

(i) site plan showing an accurate surveyed location of the tree;
(ii) identification/verification of the tree's size, genus and species;
(iii) description of the surrounding site conditions;
(iv) detailed description of the tree's condition; and
(v) digital photographs to illustrate any defects which would disqualify the tree from landmark status. The final determination of landmark tree status will be made by city staff after reviewing the report.

a. If a landmark tree is proposed for removal without an associated LDP either by a single-family homeowner or a business, a plan or written documentation indicating the reason for removal must be submitted to the

city. The final approval for removal will be made by city staff on a case by case basis.

b. The removal of any landmark tree impacted by a proposed development must be mitigated by replacing the removed landmark tree with minimum four-inch caliper trees of comparable species on an inch for inch replacement basis.

Example: 32" Oak would require replanting eight four-inch caliper trees [32 / 4 = 8]. These recompense trees are in addition to the minimum 100 inches per acre for a particular site.

c. Any person who removes a landmark tree in violation of this article shall be assessed a fine pursuant to subsection (5) of this section. Regarding landmark trees removed after being designated for preservation on an approved plan, the removed tree must also be replaced on an inch-for-inch basis x 2 with tree species with potential for comparable size and quality, regardless of the 100 inches per acre requirement. If a tree is removed without approval and there is no evidence of its condition, size alone will be the determining factor for replacement. Regarding landmark trees removed on a residential lot that is not currently being developed, the fine shall be paid as referenced, however there shall be no requirement for replacement of the landmark tree.

(5) In order to encourage the preservation of landmark trees and the incorporation of these trees into the design of new development projects, the following incentive is offered.

a. Preserved landmark trees with undisturbed CRZ will receive 1.5 x inches DBH [30" oak x 1.5 = 45"].

Under no circumstance will this incentive allow the requirements of this article to be reduced administratively.

Sec. 93-29-13. - Tree preservation trust fund.

This article hereby establishes the city tree bank. The tree bank may be used to purchase, install, and maintain trees throughout the city's public areas, including parks, green spaces, right-of-way, and government building sites. At the discretion of the community services director, tree bank funds may also be used to support partnerships with non-profit or not for profit organizations for tree planting programs in the city.

(1) Occasionally a project site does not have the capacity or will not bear the required 100 inches per acre of trees. If a property owner or developer cannot meet the minimum site density requirement for tree replacement and/or landmark tree recompense, and with planning commission approval, a mitigation fee for each tree required by this article but not planted will be paid to the tree bank. A schedule of mitigation fees is presented below:

Replacement	**Mitigation fee**
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Recompense (landmark tree inches)	**$200.00 per inch**

Example for non-recompense mitigation fee:

.5 acres x 100 inches = 50 inches required
45 inches planted or preserved
Five remaining inches paid to tree bank
5 x $150.00 = $750.00 paid to tree bank

Example for landmark tree recompense mitigation fee:

Two 30" specimen trees in good condition removed
(assume inches per acre is met)
20 inches = five 4" caliper trees planted
Ten remaining inches paid to tree bank
10 x $200.00 = $2,000.00 paid to tree bank

(2) A fine for each protected tree or landmark tree removed without a permit issued by the city will be paid to the tree bank. Fine amounts will be based on the fee schedule shown above.

Proposed Text Amendment
Sec. 93-29-13. - Tree preservation trust fund.

(3) A fine for each protected tree or landmark tree removed without a permit issued by the city will be paid to the tree bank. Fine amounts will be based on the fee schedule shown above with single family residential lots with owner-occupants will be capped at 50% not to exceed $5,000 for the first occurrence. Each occurrence thereafter will incur the full fine. Non-single family owner occupied lots are subject to the full fine regardless.

South Fulton Neighbor

136 Pryor Street, Suite CB14
Atlanta, Ga. 30303
470-990-4415

AFFIDAVIT OF PUBLICATION

STATE OF GEORGIA
COUNTY OF FULTON

I, Douglas W. Crow, do solemnly swear that I am the Vice President of Operations, Times Journal Inc., of the South Fulton Neighbor printed and published at South Fulton in the State of Georgia and that from my own personal knowledge and reference to the files of said publication, the advertisements for: **FN9689 AUGUST 4, 2026**
was published in the South Fulton Neighbor on the following date(s):

07/01/2026

Ad No.: **562186**

Subscribed and sworn to before me this 1st day of July, 2026

Douglas W. Crow, Vice President of Operations, Times Journal Inc.

JENNIFER FUTCH NOTARY PUBLIC FLOYD COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 10, 2030

Notary Public

Ad text :
FN9689
gpn14
NOTICE
City of Hapeville

A Public Hearing will be held by the City of Hapeville Mayor and Council on Tuesday, August 4, 2026 at 6:00 p.m. at the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. The meeting will be made available to the public by live streaming only via teleconference/videoconference in accordance with O.C.G.A ? 50-14-1(g) at https://ga-hapeville3.civicplus.com/562/Agendas-and-Minutes to consider the following:

Consideration of an amendment to the Code of Ordinances, including Article 29 (Tree Conservation), Division 3 (Tree Replacement and Protection), Section 93-29-7 (Preservation, Replacement, and Removal of Landmark Trees), and Division 4 (Implementation, Enforcement, and Penalties), Section 93-29-13 (Tree Preservation Trust Fund), for the purpose of updating the Tree Conservation Ordinance, including revisions to enforcement provisions and penalties associated with unauthorized tree removal.

Public Hearing Comments: For those who are unable to physically attend the meeting, citizen comments must be emailed to the City Clerk at ssteed@hapeville.org or called in at 404-766-3004 no later than 5:00 p.m. on August 3, 2026. When emailing or verbally delivering your comment to the City Clerk, please include your name, address, the agenda item, and the comment for or against the item. All comments submitted to the City Clerk will be read into the record during the meeting. Citizens may not make comments on public hearing agenda items via teleconference/videoconference.
7:01,2026
#562186-EP

Cliff Thomas, Chairman
Jeanne Rast, V. Chairman
Carol Cobb
G. Leah Davis
Lucy Dolan
Miller Radford
Brittany Williams

Planning Commission Meeting
700 Doug Davis Drive
Hapeville, Georgia 30354

May 12, 2026 6:00 PM

MINUTES

1. Called to Order at 6:00 PM.

2. Roll Call
Cliff Thomas, Chairman
Jeanne Rast, Vice Chairman
Carol Cobb
G. Leah Davis
Lucy Dolan
Miller Radford
Brittany Williams

3. Approval of Minutes
3.I. Minutes of March 10, 2026

MOTION ITEM: Lucy Dolan made a motion to approve the minutes of March 10, 2026, as submitted. The motion was seconded by Leah Davis. MOTION CARRIED: 5-0.

Commissioner.Carol.Cobb.entered.the.meeting.during.discussion.of.the.following.item.

4. Old Business
4.I. 3301 Sim Street Site Plan Approval Extension Request
Victoria Cole requested an extension of the site plan approval for 3301 Sims Street, Hapeville, Georgia 30354, Parcel Identification Number 14-0098-0010-031-7. The Planning Commission originally approved the site plan on December 10, 2024. Pursuant to the City's zoning regulations, the approval exceeded the 12-month validity period, and the applicant requested an extension to maintain the approval status.

Ms. Cole confirmed that no revisions have been made to the approved site plan.

MOTION ITEM: Lucy Dolan made a motion to approve the request to extend the site plan approval for an additional period not to exceed six (6) months. The motion was seconded by Brittany Williams. MOTION CARRIED: 6-0.

5. New Business

5.I. 3340 Forrest Hills Drive Site Plan Review

Daniel Love requested site plan review to construct a new single-family dwelling at 3340 Forrest Hills Drive, Hapeville, Georgia 30354, Parcel Identification Number 14-0066-0004-010-7. The property is zoned R-SF, Residential Single Family and is subject to the zoning regulations for the City of Hapeville.

Recommendation:

City Planner Dr. Lynn Patterson reported that all review comments have been satisfactorily addressed and recommended approval of the site plan as submitted.

MOTION ITEM: Lucy Dolan made a motion to approve the site plan request for 3340 Forrest Hills Drive, as submitted. The motion was seconded by Jeanne Rast.
MOTION CARRIED: 6-0.

5.II. Tree Conservation Ordinance Text Amendment

Background:

Consideration of a text amendment to Sections 93-29-7 (Preservation, Replacement, and Removal of Landmark Trees) and 93-29-13 (Tree Preservation Trust Fund) of the Code of Ordinances for the purpose of revising and updating penalties associated with the unauthorized removal of trees without a permit.

Findings:

In an effort to preserve and protect the tree canopy in Hapeville, the City revised its Tree Conservation Ordinance in 2020. Landmark trees were clearly identified, including the fine for removing healthy landmark trees with, and without, a permit. Landmark trees removed without a permit for commercial properties must pay a fine and replace the trees based on a 2x inch-for-inch basis. For residential properties, only the fine applies. Fines for removing trees without a permit is subject to a fine.

Discussion:

Commissioner Dolan raised concerns about how the City enforces tree regulations for individuals who may be unaware of the code requirements.

Dr. Patterson explained that Code Enforcement will either identify violations during inspections or respond to complaints. This specifically applies to trees removed without the required permit.

Commissioner Dolan asked whether the City requires replacement trees when trees are removed.

Dr. Patterson responded that replacement requirements depend on whether the property can reasonably accommodate the required number of replacement trees.

Commissioner Williams inquired regarding data for property owners who have removed trees and whether the associated fines have been paid.

Dr. Patterson noted that landmark trees have previously been removed without permits and that fines have been issued. She explained that the intent of the proposed measure is to provide a more reasonable penalty structure for a first offense by property owners.

Commissioner Dolan asked whether the contractor should be penalized for unauthorized tree removal.

Dr. Patterson responded that Code Enforcement will cite and penalize the work crew if they are still on-site at the time of inspection.

Chairman Thomas stated that consideration should be given to imposing reduced fines for first-time offenses.

Public Comments
None.

End.of.public.comments¡.

Commissioner Williams suggested increasing public awareness and education and mentioned using a QR code and better publicizing requirements.

Commissioner Cobb agreed that the permit requirements and regulations should be better publicized to the public.

There being no further discussion, the following action was taken:

MOTION ITEM: Jeanne Rast made a motion to recommend approval to the Mayor and Council for the proposed text amendment to the Tree Preservation Ordinance. The motion was seconded by Lucy Dolan. MOTION CARRIED: 6-0.

6. Next Meeting Date: June 9, 2026 at 6:00 PM.

7. Adjourn

MOTION ITEM: Brittany Williams made a motion to adjourn the meeting at 6:34 p.m. The motion was seconded by Leah Davis. MOTION CARRIED: 6-0.

Respectfully submitted by,

_____

Cliff Thomas, Chairman

Adrienne Senter, Secretary

DRAFT

STATE OF GEORGIA
CITY OF HAPEVILLE

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 93, ZONING, OF THE CODE OF ORDINANCES FOR THE CITY OF HAPEVILLE, GEORGIA; TO CREATE DEFINITIONS FOR VAPE SHOPS; TO CREATE REGULATIONS REGARDING ALLOWABLE DISTRICTS FOR VAPE SHOPS; TO CREATE SPECIAL USE PERMIT CRITERIA AND STANDARDS; TO REPEAL ALL CONFLICTING PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council shall have full power and authority to provide for the execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers, agencies, or employees granted by the City of Hapeville's Charter or by state law; and,

WHEREAS, the municipal government of the City of Hapeville (hereinafter "City") and all powers of the City shall be vested in the Mayor and Council. The Mayor and Council shall be the legislative body of the City; and,

WHEREAS, amendments to any of the provisions of the City's Code may be made by Mayor and Council by amending such provisions by specific reference to the section number of the City's Code; and,

WHEREAS, every official act of the Mayor and Council which is to become law shall be by ordinance; and,

WHEREAS, the governing authority of the City finds it desirable and in the interest of public safety and the welfare of the citizens of the City to adopt a definition for vape shops, and to adopt criteria and standards for zoning and for a special use permit and associated criteria for vape shops in the City.

BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA THAT:

Section One. The following language shall be added to Chapter. 93 (Zoning), Article 1 (Title, Definitions and Application of Regulations, Section 2 (Definitions):

> *"Vape Shop.* A commercial establishment where the primary business is the retail sale of vapor products, alternative nicotine product, or electronic smoking devices and their components, where these products constitute more than 35% of gross sales or 25% of display area or 25% of floor area of the commercial establishment"

Section Two. The following language shall be added to Chapter. 93 (Zoning), Article 3.2 (Conditional Uses) .6 (Special Use Permit Criteria and Standards):

DRAFT

"***Sec. 93-3.2-6-Special use permit criteria and standards.***

(f) Vape shops are permitted with a special use permit in the C-2 zoning districts. In addition to the standard evaluation criteria, the following standards must be met for the proposed retail use:

1. The vape shop must be located in a minimum retail space of 800 sf.
2. No vape shop may be located within 1,000 feet of any public or private elementary school, middle school or high school.
3. No vape shop may be located within 1,000 feet of any church, temple, synagogue, mosque, or other place of worship.
4. No vape shop may be located within 1,000 feet of any public park.
5. No vape shop may be located within 1,500 feet of any other vape shop.
6. Vape shop uses must exhibit compatibility with nearby uses, pedestrian safety, effects on minors, separation from schools and places of worship, concentration of similar retailers, adequacy of parking, storefront transparency, and consistency with the City's comprehensive planning goals.

Limitations: The number of vape shops shall be limited based upon population determined by the U.S. decennial census. Based upon the most recent U.S. decennial census as of the date of adoption of this chapter, there shall be no more than one retail vape shop per 2,500 residents of the City."

Section Three. Codification. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

Section Four. Severability.

(a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and

DRAFT

sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section Five. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section Six. Effective Date. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this _____ day of _____, 2026.

CITY OF HAPEVILLE, GEORGIA

_____

Alan H. Hallman, Mayor

ATTEST:

_____

Sharee Steed, City Clerk

APPROVED BY:

_____

City Attorney

DRAFT

Department of Planning & Zoning

PLANNER'S REPORT

DATE: June 25, 2026
TO: Adrienne Senter
FROM: Lynn Patterson
RE: Proposed Text Amendment for Retail Vape Shops with Planning Commission input

BACKGROUND

There has been an increase in the number of retail vape shops showing an interest in Hapeville. the City seeks to reduce youth exposure to nicotine products, prevent overconcentration of vape retailers, protect schools and places of worship, and preserve compatibility with surrounding land uses.

Any retail store meeting the definition below for a vape shop lawfully operating on the effective date of the ordinance shall be deemed a legal nonconforming use or a lawful pre-existing use, even if it does not comply with the new cap, spacing, or district limitations. An existing vape shop may continue only at its current location and may not expand in floor area, increase its devoted vape-related sales area, or relocate to another parcel unless the new site fully complies with all current regulations.

Proposed Text Amendments

Sec. 93-1-2. - Definitions.

Vape shop. A commercial establishment where the primary business is the retail sale of vapor products, alternative nicotine products, or electronic smoking devices and their components, where these products constitute more 35% of gross sales, 25% of display area or 25% of floor area.

Allowable Districts

C-2, General Commercial with a Special Use Permit

Limitations

The number of retail vape shops shall be limited based upon population. Population shall be determined by the U.S. decennial census. The census in effect for establishing enforcement of this section shall be the U.S. census in effect at the adoption of this chapter until such time as a new U.S. census is established. There shall be no more than one retail vape shop per 2,500 residents of the city.

Sec. 93-3.2-6. - Special use permit criteria and standards.

(f) Vape shops are permitted with a special use permit in the C-2 zoning districts. In addition to the standard evaluation criteria, the following standards must be met for the proposed retail use:

1. The vape shop must be located in a minimum retail space of 800 SF.
2. No vape shop may be located within 1,000 feet of any public or private elementary school, middle school, or high school.
3. No vape shop may be located within 1,000 feet of any church, temple, synagogue, mosque, or other place of worship.
4. No vape shop may be located within 1,000 feet of any public park.

5. No vape shop may be located within 1,500 feet of any other vape shop.
6. Vape shop uses must exhibit compatibility with nearby uses, pedestrian safety, effects on minors, separation from schools and places of worship, concentration of similar retailers, adequacy of parking, storefront transparency, and consistency with the City's comprehensive planning goals.

South Fulton Neighbor

136 Pryor Street, Suite CB14
Atlanta, Ga. 30303
470-990-4415

AFFIDAVIT OF PUBLICATION

STATE OF GEORGIA
COUNTY OF FULTON

I, Douglas W. Crow, do solemnly swear that I am the Vice President of Operations, Times Journal Inc., of the South Fulton Neighbor printed and published at South Fulton in the State of Georgia and that from my own personal knowledge and reference to the files of said publication, the advertisements for: **FN9688 AUGUST 4, 2026 AT**
was published in the South Fulton Neighbor on the following date(s):

07/01/2026

Ad No.: **562179**

Subscribed and sworn to before me this 1st day of July, 2026

Douglas W. Crow, Vice President of Operations, Times Journal Inc.

JENNIFER FUTCH NOTARY PUBLIC FLOYD COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 10, 2030

Notary Public

Ad text :
FN9688
gpn14
NOTICE
City of Hapeville

A Public Hearing will be held by the City of Hapeville Mayor and Council on Tuesday, August 4, 2026 at 6:00 p.m. at the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. The meeting will be made available to the public by live streaming only via teleconference/videoconference in accordance with O.C.G.A ? 50-14-1(g) at https://ga-hapeville3.civicplus.com/562/Agendas-and-Minutes to consider the following:

Consideration of an amendment to the Code of Ordinances, Article 1 (Title, Definitions, and Application of Regulations), Section 93-1-2 (Definitions), and Article 3.2 (Conditional Uses), Section 93-3.2-6 (Special Use Permit Criteria and Standards), for the purpose of establishing regulations for vape shops.

Public Hearing Comments: For those who are unable to physically attend the meeting, citizen comments must be emailed to the City Clerk at ssteed@hapeville.org or called in at 404-766-3004 no later than 5:00 p.m. on August 3, 2026. When emailing or verbally delivering your comment to the City Clerk, please include your name, address, the agenda item, and the comment for or against the item. All comments submitted to the City Clerk will be read into the record during the meeting. Citizens may not make comments on public hearing agenda items via teleconference/videoconference.
7:01,2026
#562179-EP

Cliff Thomas, Chairman
Jeanne Rast, V. Chairman
Carol Cobb
G. Leah Davis
Lucy Dolan
Miller Radford
Brittany Williams

Planning Commission Meeting
700 Doug Davis Drive
Hapeville, Georgia 30354

June 25, 2026 6:00 PM

MINUTES

1. Called to Order at 6:00 PM

2. Roll Call
Cliff Thomas, Chairman
Jeanne Rast, Vice Chairman
Carol Cobb
G. Leah Davis (Absent)
Lucy Dolan
Miller Radford
Brittany Williams (Virtual)

3. Approval of Minutes
3.I. Minutes of May 12, 2026

MOTION ITEM: Carol Cobb made a motion to approve the May 12, 2026 Planning Commission meeting minutes as submitted. The motion was seconded by Lucy Dolan. Motion Carried: 4-0

Brittany Williams entered the meeting following approval of the minutes.

4. Old Business
4.I. 3264 Springhaven Drive Site Plan Revision Request
Alex Popham of Stillwood Development, LLC requested review of a revised site plan at 3264 Springhaven Drive (Parcel ID: 140--98-0009-046-4). The property is zoned PUD, Planned Unit Development and is subject to the zoning regulations for the City of Hapeville.

Findings:
The original site included 58 alley-loaded single-family units fronting on the adjoining streets or common greenways, a pool, and dedicated greenspace. The proposed revisions in Phase V and Phase VI remove two units and adds a connecting drive between the two internal driveways.

The property is zoned P-D, Planned Unit Development. As such, site specific standards were set by the Design Review Committee at their February 2021 meeting and the revised

Site Plan was presented at their May 2026 meeting with an approval and recommendation for approval by the Planning Commission. The single-family dwellings to be located on the site are subject to the requirements for Neighborhood Conservation Area of the Architectural Design Standards.

Recommendation:
Should Fire Marshal find the new design satisfactory with regard to Life / Safety Codes, Design Review Committee and City Staff recommend approval of the revised site plan.

MOTION ITEM Miller Radford made a motion to approve the revised site plan subject to receipt of Fire Marshal approval of the revised plan. The motion was seconded by Lucy Dolan. Motion Carried: 5-0.

5. New Business
5.I. 3335 Dogwood Drive Final Combination Plat
Gordon Smith of Norhaven Partners, acting as the authorized agent for Lauren Sconyers of Falcon Design Consultants, LLC requested final combination plat review for the property located at 3335 Dogwood Drive (Parcel ID's: 14-0098-0016-0295, 14-0098-0016-0139, 14-0098-0016-0121, 14-0098-0016-0113, and 14-0098-0016-0105) for the construction of a 58-unit single family attached development. The property is zoned U-V, Urban Village and is subject to the zoning regulations for the City of Hapeville.

Findings:
The combined acreage is 2.982 acres along Dogwood Drive. There will be 7 buildings housing 58 units.

The original parcels are:

Address	Parcel Number	Acres
3345 Dogwood Drive	14 0098 0016 0295	0.983
3335 Dogwood Drive	14 0098 0016 0139	0.659
3327 Dogwood Drive	14 0098 0016 0121	0.358
3319 Dogwood Drive	14 0098 0016 0113	0.627
3309 Dogwood Drive	14 0098 0016 0105	0.355
Total		**2.982**

Items are deficient per the Engineer's Report – these must be addressed.

The purpose of this final plat is for the issuance of certificates of occupancy for the first phases of the two front buildings. A final development plat will be submitted prior to the issuance of the final certificates of occupancy for the rear buildings after all improvements have been installed per this plat. Per above, a security bond shall be posted by the applicant/owner in an amount equal to the estimated cost of installation of the required

improvements, whereby improvements may be made and utilities installed without cost to the city in the event of default by the subdivider.

Recommendation:
The Planning Commission may approve this final plat and submit to the City Staff when all improvements have been installed and they meet all City Planner, City Arborist, and City Engineer requirements. At that time, the security bond will be released.

Once any outstanding issues identified in the Engineer's report are addressed, the final plat may be considered approved with the understanding the applicant shall comply with all other zoning rules, regulations, covenants, and easements of record.

Discussion:
The Planning Commission discussed the remaining staff comments.

MOTION ITEM: Miller Radford made a motion to approve the Final Combination Plat subject to all deficiencies outlined in the staff reports being addressed. The motion was seconded by Brittany Williams. Motion Carried: 5-0.

5.II. 3120 Sylvan Road Site Plan Review
Background:
Lori Kingery of Green Light Permitting Solutions, LLC requested site plan review for the property located at 3120 Sylvan Road (Parcel ID: 14 0099 0004 121 3) for the construction of a new one-story 8,054 SF mufti-tenant shopping center. The property is zoned C-2, General Commercial and is subject to the zoning regulations for the City of Hapeville.

Findings:
The proposed project includes a one-story 8,054 SF multi-tenant shopping center on the 0.66-acre site located at 3120 Sylvan Road. The lot currently hosts a 1,364 SF building which had previously been used as a van rental. Forty-one (41) parking spaces are proposed at the site for the property. The subject tract has one vacant structure which will be removed.

The site plan should be revised to address the following concerns identified per the planner's review for zoning compliance:

- The distance between the curb breaks should be provided. Code states curb breaks shall be located at least 25 feet from the nearest intersection of two curblines as measured along one of the curblines.
- A continuing sidewalk treatment should be shown. *Code requires* sidewalks shall be clearly continued across any intervening driveway. Such effect may be accomplished by continuing sidewalk paving materials, the use of brick pavers, paint, or any other similar high contrast material (examples are on file with planning

commission staff). Other than on driveways serving single-family detached or two-family dwellings, a corresponding interior sign or painted bar or the driveway shall be provided adjacent to the sidewalk paving as it intersects the driveway which shall communicate that vehicles must stop or yield for intervening sidewalks.

- The dimension for the curb break should be provided. Code requires curb breaks shall not be more than 20 feet for one-way entrances, 24 feet for two-way entrances or shared driveways, or 36 feet for entrances with three lanes, unless otherwise permitted by the city community services department. Aprons may be flared up to an additional two feet on either side.

- Impervious surface area should be provided.. Code requires maximum lot coverage as 80%. Included in the calculation are building coverage, parking, loading and driveways, and open space areas, including total open space, recreation areas, landscaped areas and others.

- There is an existing chain link fence. Please confirm that no fence will remain or be installed...Chain link is not permitted in areas visible from the right of way. Should a fence be desired, it must adhere to City Standards.

- Sidewalk should be provided across entire length of property. A partial sidewalk (width unknown) is shown along Sylvan Road. Architectural Desogm Standards require a 5' sidewalk and a 10' clear /landscape area.

- Please provide actual dimensions from property line to building for front, rear, and side setbacks.

Recommendation:
The building elevations will be reviewed by the Design Review Committee for compliance with the Architectural Design Standards.

The applicant must apply separately for a sign permit for any signs, and the signs must conform to the City's sign ordinance.

Should the site plan address all the planner's comments, the City Arborist's comments, and the City Engineer's comments then the site plan is recommended for approval by the Planning Commission subject to approval of any required variance(s) by the Board of Appeals.

DRAFT

The proposed development must meet all applicable requirements from the Fire Marshal, the City Engineer, City Arborist, Design Review Committee, and Community Services Division during site plan review and construction. Approval by the Planning Commission does not override any mandated requirements.

Discussion:
Commission discussion included:

- The proposed use is consistent with the zoning district.
- Commissioners discussed outstanding technical review comments.
- Recommendation was made to table the application until outstanding staff comments are resolved.

The applicant requested to withdraw the application from consideration.

No action taken.

5.III. Retail Vape Shops Text Amendment
Consideration of a Text Amendment to Section 93-1-2 (Definitions) and Section 93-3.2-6 (Special Use Permit Criteria and Standards) of the Code of Ordinances for the purpose of updating and clarifying regulations governing vape shops within the City.

Findings:
There has been an increase in the number of retail vape shops showing an interest in Hapeville. the City seeks to reduce youth exposure to nicotine products, prevent overconcentration of vape retailers, protect schools and places of worship, and preserve compatibility with surrounding land uses.

Any vape shop lawfully operating on the effective date of the ordinance shall be deemed a legal nonconforming use or a lawful pre-existing use, even if it does not comply with the new cap, spacing, or district limitations. An existing vape shop may continue only at its current location and may not expand in floor area, increase its devoted vape-related sales area, or relocate to another parcel unless the new site fully complies with all current regulations.

Proposed Text Amendments

Sec. 93-1-2. - Definitions.

Vape shop. A commercial establishment where the primary business is the retail sale of vapor products, alternative nicotine products, or electronic smoking devices and their

components, where these products constitute more 25% of gross sales, display area or floor area.

Allowable Districts

C-2, General Commercial with a Special Use Permit

Limitations

The number of retail vape shops shall be limited based upon population. Population shall be determined by the U.S. decennial census. The census in effect for establishing enforcement of this section shall be the U.S. census in effect at the adoption of this chapter until such time as a new U.S. census is established. There shall be no more than one package store outlet selling malt beverages, wine, and liquor per 2,500 residents of the city according to the U.S. census.

Sec. 93-3.2-6. - Special use permit criteria and standards.

(f) Vape shops are permitted with a special use permit in the C-2 zoning districts. In addition to the standard evaluation criteria, the following standards must be met for the proposed retail use.

1. No vape shop may be located within 1,000 feet of any public or private elementary school, middle school, or high school.

2. No vape shop may be located within 1,000 feet of any church, temple, synagogue, mosque, or other place of worship.

3. No vape shop may be located within 1,000 feet of any public park.

4. No vape shop may be located within 1,500 feet of any other vape shop.

5. Compatibility with nearby uses, pedestrian safety, effects on minors, separation from schools and places of worship, concentration of similar retailers, adequacy of parking, storefront transparency, and consistency with the City's comprehensive planning goals.

Discussion:
Chairman Cliff Thomas opened the discussion by asking whether the proposed definition of "vape shop" included all vape products or only tobacco and nicotine products.

Commissioner Miller Radford questioned the proposed reporting requirements, asking what information state law requires retailers to report and whether the City was requesting the same information. He also noted that sales information is typically reported to the property owner or landlord.

DRAFT

Commissioner Miller Radford expressed concern about the overall number of vape shops within the City. He also questioned the proposed 5,000-square-foot threshold, stating that square footage may not be the best measure and recommending a minimum size of approximately 1,800 square feet to better reflect a professional retail operation.

During the discussion, commissioners considered whether regulating vape shops based on the percentage of floor area devoted to vape products would be appropriate. A 25% threshold was discussed, while a suggestion was also made to consider increasing that threshold to 40%.

The Commission discussed multi-tenant retail spaces, noting that businesses operating within a larger tenant space should each maintain their own Occupational Tax Certificate.

Commissioner Lucy Dolan stated that the City's goal should be to attract quality retail establishments, noting that if vape shops are permitted, they should be limited to appropriate zoning districts and should meet a minimum square footage requirement.

Vice Chairman Jeanne Rast expressed concern that Hapeville is not a large city and has a limited amount of retail space. She stated that she would prefer to attract businesses that provide a broader range of goods and services, noting that the City already has three vape shops.

The Commission discussed retaining the 25% floor area limitation while also including a minimum square footage requirement to establish a more objective standard for defining a vape shop.

Vice Chairman Jeanne Rast suggested that a vape shop could be defined as a business where 25% or more of the display area or 30% or more of gross sales are attributable to vape products, together with a minimum floor area requirement of approximately 800 square feet.

After further discussion, the following action taken:

MOTION ITEM: Jeanne Rast made a motion to recommend approval to the Mayor and Council for the proposed text amendment to the Vape Shop Ordinance subject to the following amendment:

- **Add to the regulations of vape shops that any commercial establishment where the primary business is the retail sale of vapor products, alternative nicotine products, or electronic smoking devices and their components, where these**

products constitute more 35% of gross sales, 25% of display area or 25% of floor area. The motion was seconded by Lucy Dolan. MOTION CARRIED: 5-0.

6. Next Meeting Date: August 11, 2026 at 6:00 PM.

7. Adjourn

MOTION ITEM: Lucy Dolan made a motion to adjourn the meeting at 7:21 p.m. The motion was seconded by Miller Radford. MOTION CARRIED: 5-0.

Respectfully submitted by,

_____

Cliff Thomas, Chairman Adrienne Senter, Secretary

DRAFT

CIVILITY PLEDGE

The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

BRETT REICHERT
COUNCILMAN AT LARGE

MARK ADAMS
COUNCILMAN WARD I

CHASE STELL
COUNCILMAN WARD II

MAYOR AND COUNCIL WORK SESSION

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354 Or, visit the City's Website for live stream at https://hapeville.org/562/Agendas-and-Minutes

June 16, 2026 6:00 PM

MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 6:05 PM
2. **ROLL CALL:** All members of the Council were present, thereby constituting a quorum.
   - ☑ Alan Hallman
   - ☑ Mike Rast
   - ☑ Brett Reichert
   - ☑ Mark Adams
   - ☑ Chase Stell
3. **WELCOME:** Mayor Hallman welcomed all those in attendance to the June 16th, Mayor and Council Meeting.
4. **PRESENTATIONS:**

   4.I. Fulton County Dispatch Services - A Proposal

   Chris Swigert, Director of Fulton County Emergency Services, and Deputy Director Natalie Simmons presented an overview of Fulton County's proposal to provide E911 and dispatch services for the City of Hapeville. The presentation outlined the proposed scope of services, projected costs, implementation process, and operational benefits associated with transitioning the City's emergency communications operations to Fulton County.

   Mr. Swigert explained that the proposal includes police, fire, and EMS dispatch services, 911 and non-emergency call taking, records management, radio communications, and administrative support. He stated that the estimated annual cost to the City would be approximately $457,650, plus applicable 911 fee revenues, noting that the final amount could vary following a review of the City's 911 fee collections. He also highlighted the availability of advanced technology, centralized staffing, transparent performance reporting, predictable budgeting, and a phased implementation process designed to ensure a seamless transition while maintaining local operational oversight.

   Deputy Director Simmons advised that Fulton County has the capacity to absorb Hapeville's dispatch operations and would offer existing dispatch personnel the opportunity to transition to Fulton County employment. She emphasized that emergency response services would not be diminished, as the City would retain its existing police, fire, and EMS resources while benefiting from enhanced dispatch capabilities, including Emergency Medical Dispatch (EMD), which allows dispatchers to provide lifesaving instructions to callers while emergency responders are in route.

5. PUBLIC HEARING:

5.I. Consideration of a Text Amendment to the Code of Ordinances for Special Event Facilities (Event Centers) - First Read

Staff Comments: City Planner, Dr. Lynn Patterson presented the first reading of a proposed text amendment to the City's Zoning Ordinance establishing definitions and regulations for special event facilities, event centers, and event venues. She explained that the amendment was developed in response to an increase in inquiries for private event facilities and is intended to clearly distinguish private event venues from businesses and events that are open to the public.

Dr. Patterson explained that the proposed ordinance would apply to facilities used for private gatherings such as weddings, receptions, parties, reunions, and business events involving invited guests. She noted that facilities containing dedicated event spaces, even when associated with another primary use, such as a restaurant or retail establishment, would be required to obtain a Special Use Permit due to their unique parking, occupancy, and life safety requirements.

The proposed regulations establish operational standards for event facilities, including parking, security, alcohol service, noise, and life safety requirements, while excluding businesses or events that are open or advertised to the general public. Dr. Patterson stated that the proposed ordinance is intended to provide appropriate oversight of event facilities while minimizing impacts on surrounding properties and preserving compatibility with nearby businesses and residential areas.

Public Comments: Lucille Dolan - In Favor

- This stood as the first reading***- No action was taken.***

6. QUESTIONS ON AGENDA ITEMS:

1. Lynn Hardwick- *submitted via email*
2. Peggy Hardy- *submitted via email*

7. CONSENT AGENDA:

7.I. Consideration and Action to Approve June 2, 2026, Mayor and Council Meeting Minutes.

7.II. Consideration and Action to Approve June 2, 2026, Executive Session Minutes.

MOTION: Councilman Adams motioned to approve the consent agenda; Councilman Stell provided a second. **The motion carried with a vote of 4-0.**

8. OLD BUSINESS: There were no old business item(s) at this meeting.

9. NEW BUSINESS:

9.I. Consideration and Action to Approve the Event Request for "Taking the Town Charity Block Party".

MOTION: Councilman Adams motioned to approve the Event Request for "Taking the Town Charity Block Party"; Councilman Stell provided a second. **The motion carried with a vote of 4-0.**

9.II. Consideration and Action Authorizing the Hapeville Development Authority to issue $6,970,000 in Revenue Bonds for the City to refund the balance of the Series 2014A-1 Bond in the principal amount of $1,130,000 and to fund General Fund Capital Projects.

MOTION: Councilman Reichert motioned to authorize the Hapeville Development Authority to issue $6,970,000 in Revenue Bonds for the City to refund the balance of the Series 2014A-1 Bond in the principal amount of $1,130,000 and to fund General Fund Capital Projects.; Alderman Rast provided a second. **The motion carried with a vote of 4-0.**

9.III. Discussion on Draft Policy on Roosters and Bees.

DISCUSSION: Councilman Reichert initiated the discussion by explaining that the proposed beekeeping regulations were intended to encourage public discussion rather than respond to specific complaints. He acknowledged the important role bees play in the environment and emphasized that the proposal was not intended to prohibit beekeeping. Instead, he expressed

concern about the compatibility of beehives within Hapeville's small residential lots, particularly for residents with severe bee allergies. Councilman Reichert stated that the discussion was intended to determine whether beekeeping could be safely accommodated in the City's residential neighborhoods while balancing public safety concerns.

Councilman Reichert also discussed the proposed prohibition on roosters within residential areas. He explained that, unlike hens, roosters frequently generate noise beginning in the early morning hours and continuing throughout the day, which can negatively impact neighboring properties. While acknowledging that some residents keep roosters for breeding purposes, he noted that Code Enforcement periodically receives complaints regarding nuisance roosters but currently lacks an ordinance to address those concerns. He stated that the proposed regulation is intended to provide the City with a mechanism to address recurring nuisance complaints while balancing the interests of residents.

- This was a discussion item only- ***No action was taken.***

9.IV. Discussion on Draft Policy on Yard Décor Displays.

DISCUSSION: Councilman Reichert explained that the proposed ordinance regarding oversized seasonal displays was prompted by concerns over two large skeleton decorations that had remained on display well beyond the Halloween season. He noted that the intent of the ordinance was not to prohibit seasonal decorations, but to address situations where large displays remain in place year-round and may become unsightly or create potential safety hazards due to prolonged exposure to weather conditions. He acknowledged that similar situations could arise with other oversized seasonal decorations and stated that the proposed ordinance was intended to establish reasonable standards for the placement and duration of such displays while preserving the community's aesthetic character.

This was a discussion item only- ***No action was taken***

10. CITY MANAGER REPORTS: City Manager Tim Young thanked the Mayor and Council for the evening's discussion and actions taken during the meeting. He announced several upcoming community events, including the Kick It in the District FIFA Watch Party scheduled for Saturday, June 27, at the football field. The event will feature live broadcasts of the Croatia vs. Ghana and Portugal vs. Colombia matches, with festivities beginning at 4:30 P.M. He encouraged the public to attend and enjoy the event.

Mr. Young also reminded Council of the upcoming Movie Night following the Independence Day holiday and advised that the City expects to receive preliminary Fulton County property tax assessments within the next two weeks. He noted that the assessments are an important component of the City's budget planning process for the upcoming fiscal year.

In closing, Mr. Young reminded Council that the next Mayor and Council meeting would be held on July 21 and wished everyone an enjoyable Fourth of July holiday, Juneteenth celebration, and 5K event. He also advised that he would be out of the office for one week and would return the following Wednesday.

11. PUBLIC COMMENTS:

1. Jackie Smith
2. Lucille Dolan
3. Hunter Tracy
4. Valerie Berry

12. MAYOR AND COUNCIL COMMENTS:

Councilman Reichert thanked City staff for their efforts in organizing the recent Gallery Crawl, noting the event was well attended and showcased the City to numerous visitors. He also expressed his appreciation for the continued growth of the City's Juneteenth celebration and looked forward to another successful event.

Councilman Adams echoed the positive comments regarding the Gallery Crawl, recognizing the participation of local artists and community members. He encouraged residents to attend future Gallery Crawl events and requested that staff consider introducing new City employees, particularly Police Department personnel, through the City's communication channels to help familiarize residents with new

staff members. He also encouraged the public to participate in the upcoming Juneteenth 5K, noting that the event welcomes both runners and walkers.

Alderman Rast commended staff for the successful Gallery Crawl, the ribbon-cutting ceremony for the new Swimmerman facility, and the community car show. He advised that he may be unable to attend the Juneteenth festivities due to travel but expressed his hope for favorable weather and a successful celebration.

Councilman Stell congratulated City staff on another successful community event and expressed his appreciation for everyone's participation throughout the extended meeting. He stated that he looked forward to the upcoming Juneteenth celebration and future City events.

Mayor Hallman congratulated City staff for the success of the recent Gallery Crawl, community car show, and the ribbon-cutting ceremony for the new Swimmerman indoor swimming facility, noting that each event reflected the City's continued growth and community engagement. He also expressed his appreciation for the planning efforts surrounding the upcoming Juneteenth celebration and encouraged the public to participate in the scheduled activities. Mayor Hallman further acknowledged the ongoing work of City Manager Tim Young and City Attorney Andy Welch in representing the City during Fulton County's Service Delivery Strategy negotiations. He thanked both for their continued service to the City and reminded everyone that the next Mayor and Council meeting would be held on July 21. In closing, he wished everyone a safe and enjoyable Fourth of July holiday and thanked City staff for their continued dedication in making community events successful.

13. **EXECUTIVE SESSION:** An executive session meeting was not conducted at this meeting.

14. **ADJOURN:** With no further business, Mayor Hallman called for a motion to adjourn.

MOTION: Councilman Adams motioned to adjourn at 8:29 PM; Councilman Stell provided a second. **The motion carried with a vote of 4-0.**

Respectfully submitted,

_____

Alan Hallman, Mayor

_____

Sharee Steed, City Clerk



CITY OF HAPEVILLE

EMPLOYEE HANDBOOK

ADOPTED BY MAYOR & CITY COUNCIL: [ADOPTION DATE, 2026] EFFECTIVE: [EFFECTIVE DATE, 2026]

Dear Employee,

The City of Hapeville is pleased to announce the release of the updated Employee Handbook. This handbook reflects the City's current personnel policies, workplace expectations, employee benefits, and standards of conduct. It is intended to serve as a helpful resource for employees and supervisors alike and to support fair, consistent, and transparent administration of City policies.

The City of Hapeville remains committed to providing outstanding service to our residents, businesses, and visitors. Our employees play an essential role in that mission, and each team member's professionalism, accountability, and commitment to public service contribute directly to the City's continued success.

Please take time to review the updated handbook carefully. Employees are expected to understand and follow the policies contained within it, as well as any future updates that may be adopted. Questions about the handbook or its application should be directed to your supervisor or the Human Resources Department.

Thank you for your continued service and dedication to the City of Hapeville.

Sincerely,

Mayor Alan Hallman

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DEFINITIONS

All definitions listed here apply throughout this Handbook. The City will take reasonable care to ensure whenever a word or phrase listed in this Directory of Definitions is used in the Handbook it is placed in **bold** type, except for the word “employee” which is commonly used throughout this Handbook. In some circumstances, such as with words from Federal Statutes or State law, the word is further and more fully explained in the text of the policy and in such cases may not be placed in bold type. If a word or phrase is expressly defined in a particular Chapter or Section, that specific definition shall control over any contrary definition in this Directory of Definitions.

Ability

A demonstrated competence to perform observable behavior or a behavior which results in an observable product. The power to perform denotes current competence in doing specific job content actions; it does not denote a person's capacity to acquire this competence. Care should be exercised, therefore, not to confuse an ability, which is demonstrable, with an aptitude, which is only a potential for performing an activity. Also, one cannot necessarily infer demonstrated ability from years of experience.

Accident

An unplanned event in which damage or injury is sustained to equipment or employee(s).

Adverse Action

A disciplinary action that results in a **suspension** without pay, disciplinary salary reduction, disciplinary **demotion**, or discharge (**dismissal**).

Adverse Effect

The results of an action or decision does not constitute an **adverse action** per se, but which deprives the employee of income or the opportunity to earn more income.

Anniversary Date

Same as the date of hire.

Annually

No less frequently than once every 12 months

Appeal

A request made by an employee to review and reconsider a recommendation or decision regarding an **adverse action** by the Personnel Board.

Applicant

An individual who is seeking a position with the City of Hapeville as an employee, **incumbent** (City Judge, City Attorney, etc.), or in voluntary position (Boards, Commissions, Interns, **volunteers**, etc.), and indicates their interest by providing a completed **application** form.

Application

A written or digital form provided by the City of Hapeville to those requesting consideration for employment. The **application** is not an offer of employment, but an administrative tool for determining the qualifications of the **applicant**.

Appointing Authority

A person empowered to hire, supervise, **discipline**, or terminate an employee; usually the City Manager or Department Head.

At-Will Employee

Employment with the City of Hapeville is at will. This means that either the employee or the City may terminate the employment relationship at any time, with or without cause or notice, unless otherwise required by law or by a written employment contract approved by the **City Council** or its **designee**.

Base Pay

The wages a full-time hourly employee would be paid for 40 hours of work, or the weekly salary of an exempt employee, exclusive of any additional pay (i.e., **overtime**, bonus, merit, performance **compensation**, etc.). Base pay varies for hourly police and fire from 40 to 54 hours per week.

Business Day

Generally, Monday through Friday, 8:00 am to 5:00 pm, when City Hall is open for business.

"Can/May"

Indicates an action or condition is permissive and discretionary.

City

The City of Hapeville, Georgia.

City Council

The governing body of the City of Hapeville, which is charged with the legislative affairs of the City.

Classification

A group of jobs or positions (and in some cases a singular position) sufficiently similar in duties performed, degree of supervision exercised or required, minimum

requirements of education, experience, or **skill**, and such other characteristics that the same or similar class **title**, the same or similar tests of fitness, and the same schedule of **compensation** may be applied. Also, a part of the **Classification** plan are **job descriptions** for each job **title**. Job **titles** are assigned to a certain **pay grade** representing a hierarchical order within the City.

Classify

To assign a position to a job **classification** based on an analysis of the tasks, duties, and responsibilities of the position and based on other job-related factors.

Closing Date

An established date determined by the Human Resources department which concludes recruitment efforts for a particular job opening.

Compensation

Payment made for services rendered which may include pay and/or benefits as approved.

Conflict of Interest

Any action or situation in which an employee's personal or financial interest, or that of a member of their household, might conflict with the public interest.

Conflict Resolution Process

A process through which an employee's complaint or difference of opinion may be resolved through a discussion and sharing of views and concerns.

Continuous Service

Employment with the City without a break in service.

Conviction

A finding of guilty, or plea of guilty, including a plea of nolo contendere (no contest); or imposition of sentence by any judicial body charged with the responsibility to determine violations of the federal, state or local statutes or ordinances; or the payment of a fine or penalty; or a bond forfeiture in lieu of appearance which acts as disposition of the charge.

Dangerous Drugs

Abuse of drugs is also referred to as substance abuse. It includes those non-narcotic drugs that are habit forming and/or have a potential for abuse because of their stimulant, depressant, or hallucinogenic effect (includes cocaine, hallucinogens, inhalants, amphetamines and barbiturates); marijuana; narcotics or any opiate or synthetic equivalent; and alcohol.

Days

A day is a 24-hour period. When the word "days" is used as a method of counting, it means **business days**, or weekdays, rather than weekend days; unless otherwise stated. If all days of the week are to be included in the count, the phrase “calendar days” should be used.

Demotion

The reassignment of an employee to a position having a change in supervisory authority or lower pay grade (and **salary range**) than the position from which the reassignment was made.

Department

A principal operating unit as designated by the City Manager.

Department Head

A Department Head is a managerial designation assigned to certain employees by the City Manager or Governing Authority.

A Department Head designation identifies an employee’s authority and responsibility for the administration and supervision of a City department.

Department Head status **does not constitute a separate employment category** and does not alter the employee’s underlying employment **classification**, at-will status, or benefit eligibility, except as expressly stated in this Handbook.

Designee

The person, or persons, to whom a higher-level supervisor, manager, or department head delegates certain authority for decisions, particularly in their absence.

Disability (Disabled)

A physical or mental impairment that **substantially limits or affects** one or more major life activities, or a record of such an impairment, or being regarded as having such an impairment; or any individual classified as a disabled individual under any state or federal statute, particularly the Americans with Disabilities Act. This definition is supplemented by the policies of this Handbook.

Discrimination (Unlawful)

Employment practices which are prohibited by state or federal laws, and which include discrimination based on race, color, sex, religion, national origin, age, mental or physical **disability**, or any other characteristic or class protected by law. This definition is supplemented by the policies of this Handbook.

Discipline

Action taken against an employee ranging from counseling to **dismissal**.

Dismissal (also sometimes referred to as Discharge)

An action that was initiated by the City to terminate an individual's employment with the City.

Doctor's Excuse

A medical statement signed by a medical or mental health professional (or other similar healthcare provider, such as dentist, chiropractor, therapist, etc.) licensed to practice in their state; provided that the excuse is written for a condition within the scope of their license.

Employee

Any person in the service of the City who receives **compensation** and where the City has the right to control and direct the person in how the work is performed, is provided resources and tools to perform the job, and who is subject to performance evaluation, **discipline**, or **dismissal**.

There are four (4) types of employees:

1. **Full-Time Employee** - an employee who is regularly scheduled to work 40 hours a week for an indefinite period, or an employee who works under an employment contract providing essentially the same provisions. (full benefit package).
2. **Part-Time Employee** - an employee who is regularly scheduled to work less than 30 hours a week for an indefinite period.
3. **Temporary Employee** - an employee who is hired to fill a position and whose employment is expected to end at the end of a specific period.
4. **Seasonal Employee** - an employee who is hired to fill a position during a certain time of year and whose employment is expected to end at the end of a period.

The following persons are not employees:

1. Persons enumerated in Section 1.0 as not being covered under these policies (provided however, that they may be covered under specific personnel policies where they are specifically listed).
2. **Independent contractors** paid through accounts payable (rather than payroll).

Employment (Nepotism)

Members of the same family (mother, father, spouse, son, daughter, grandchild, aunt, uncle, first cousins, romantic co-inhabitants) may not be employed in the same **department** of the City where one family member will report directly or indirectly to another family member. By way of example only, a first cousin of the Public Works director could not be employed in the Public Works Department.

Equivalent Position

A position with the same pay, benefits, and working conditions; with the same or similar responsibilities and duties; requiring substantially equivalent **skill**, effort, responsibility, and authority.

Essential Employees

Essential employees are employees designated by the City Manager who must report to work and perform their regular duties during adverse weather or other emergency conditions. The City Manager determines when such conditions exist. This group typically includes sworn police officers, firefighters, communications officers, and public works maintenance employees.

Essential Job Functions

Those functions performed on the job, the removal of which would fundamentally alter the position. To determine whether a function is essential, it must be determined whether the position exists to perform that function and whether there are other employees available to share that function, as well as the degree of expertise required to perform the function. Whether a function is essential also depends on the content of the written **job descriptions**, the time spent performing the particular functions, and the consequences of failing to require the employee to perform the function.

Exempt Position

A position that is not covered by the minimum wage and **overtime** regulations of the Fair Labor Standards Act (FLSA) because the job duties qualify it for an executive, administrative, professional or other recognized exemption. All employees falling under the exempt **classification** will be paid on a weekly salary basis.

Exempt employees are expected to fulfill the duties of their positions regardless of **hours worked**, but they are not required to adhere to strict time record keeping, and attendance rules for pay purposes.

External Recruitment

The recruitment of **applicants** from outside the City organization for a particular vacancy.

Health Care Provider (FMLA)

See FMLA policy

Hiring Authority

The person authorized to make a hiring/discharge decision; usually Department Heads and the City Manager unless they have delegated that authority to another employee.

Incumbent

The individual occupying a specific position of employment (a job).

Independent Contractor

An individual, or entity, which controls the manner and method of delivery of personal services to the City. An **independent contractor** is distinguished from an employee by such things as advertising its services to the general public; furnishing its own tools, materials, and training; and choosing when and how services will be provided. **Independent contractors** are not employees of the City, are not subject to tax withholding, and are not entitled to employee benefits. Payments to **independent contractors** are reported on IRS Form 1099.

Immediate Family – Bereavement Leave

Immediate family for purposes of **Bereavement Leave** means the employee's spouse, child, stepchild, parent, stepparent, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any other person who resides in the employee's household and is recognized by law as the employee's dependent.

Immediate Family (FMLA policy)

Included are the employee's **spouse**, child, stepchild, or parent.

Immediate Family – Sick Leave

For purposes of Sick Leave, "immediate family" means the employee's spouse, child, stepchild, parent, stepparent, grandparent, grandchild, brother, sister, or any other person who resides in the employee's household and is recognized by law as the employee's dependent.

Injury

An impairment that limits, precludes, or diminishes a person's **ability** to perform certain job tasks or perform specific job **skills**.

Internal Recruitment

The recruitment of **applicants** from within the City organization for a particular vacancy.

Job Analysis

A systematic study of the tasks, duties, responsibilities and other job-related factors of a position.

Job Class

A position, or group of positions, having similar duties and responsibilities, requiring similar qualifications, which can be properly designated by one **title** indicating of the nature of work performed and which are assigned to the same **salary range**.

Job Description

The summary of basic minimum requirements for the position, duties and responsibilities for each job, and includes the **knowledge**, **skills** and **abilities** (KSAs), and hiring standards/requirements.

Job Posting

A notice prepared by the Human Resources department listing an available opening(s) with the City.

Job Task Analysis

The identification of the major behaviors (**knowledge**, **skills**, and **abilities**--"KSA") required to perform effectively at the entry-level position.

Knowledge

A body of information applied directly to the performance of a function. It is usually a range of information of a factual or procedural nature, which, if applied, makes adequate performance of the work possible. "Uniform Guidelines on Employee Selection Procedures" (1978).

Major Life Activities (ADA)

All activities defined by the ADA that affect a person's life functions. **Modified Duty**

Temporary work assignments which may not include all an employee's normal and usual performed work tasks.

Non-Exempt Position

A position subject to the minimum wage and **overtime** regulations of the Fair Labor Standards Act (FLSA). All employees falling under the non-exempt **classification** will be paid at an hourly rate. Non-exempt employees are required to accurately account for their time and are compensated at time and a half for all **overtime** hours; compensatory time is not offered.

On-Call

Describes a condition in which an employee is specifically expected to be available to report back to work at any time during the on-call period, in the case of an emergency or urgent need for service.

Outside Employment

Any paid employment performed by an employee by an outside employer in addition to their employment with the City.

Overtime

Time worked in excess of the legally allowed number of hours in a period for **non-**

exempt positions, which requires **compensation** at the **overtime** rate established by State or Federal law.

Parent (FMLA policy)

The biological or adoptive **parent** of an employee or an individual who stood in loco parentis to an employee when the employee was a minor.

Pay Grade

A level of pay associated with a minimum and maximum annualized salary figure (pay range) identified by its hierarchical relationship to other levels of pay; the **pay grade** is labeled with a number.

Pay Plan

A schedule of **pay grades** and **pay ranges** systematized into sequential rates including minimum, intermediate, and maximum rates of pay along with guidelines for the administration of **compensation**.

Pay Period

Two work weeks (as defined below).

Pay Range

The range between the minimum and maximum pay rate within a **pay grade**; also known as a **salary range**.

Pay Status

Any period of time for which an employee receives compensation for time worked, or for time on paid leave.

Performance Appraisal Rater

The supervisor tasked with evaluating and rating the employee's performance; usually the immediate supervisor. The Rating Supervisor must be able to observe and supervise the work performance of the employee.

Performance Increase

An increase in pay based on an employee's job performance. Applies to all employees, except for those who have reached the end of the pay grade for their position.

Personal Relationship

A romantic, dating, intimate, co-inhabitating, or sexual relationship.

Personnel Action

Any transaction which affects an employee's terms or conditions of employment such as employment, **promotion**, **demotion**, **suspension**, **dismissal**, **transfer** or salary

increase or decrease; voluntary, ongoing deduction from payroll; also refers to the official document (**Personnel Action** Form) used to implement such a transaction.

Personnel File

The official central file for information pertaining to each employee. It is maintained by the City's Human Resources department.

Physician

A person licensed by the State of Georgia to diagnose, treat, or recommend treatment for any disease, **injury**, or physical or mental infirmity. This definition is not limited to persons licensed as medical doctors and may include Doctors of Osteopathy, Family Nurse Practitioners, and **Physicians** Assistants, Psychiatrist, Therapists, or other persons authorized by law to diagnose or treat an **injury** or illness.

Position

(a) An individual's position is denoted by their job tasks and description. For example, an individual's position is whether they are either a police officer, records clerk, etc. Official position **titles** are used in all personnel, payroll, accounting, budget appropriations and functional records and transactions;

(b) A group of current duties and responsibilities, assigned by competent authority, requiring the full- or part-time employment of one person; the existence of a position or its identity does not depend upon its being occupied by an employee.

Probationary Period

An initial evaluation period during which a new employee, or a current employee who has moved into a different position or is placed on period or revaluation is assessed for their ability to perform the duties of the position and meet performance expectations. The probationary period may be extended at the discretion of the employer.

See Chapter 4, Section 4.9 "Probationary Period" for governing rules, duration, and conditions.

Promotion

The reassignment of an employee to a previously vacant position which is in a higher **pay grade** and **pay range** than the position from which the reassignment is made. **Promotions** may be "competitive" or "non-competitive." "Competitive" **promotions** are those situations where multiple persons are competing against each other for positions. "Non-competitive" **promotions** are those situations where the employee must meet certain qualifications for **promotion**, but there is no competition between individuals.

Qualified Individual with a Disability

An individual with a **disability** who, with or without **reasonable accommodation**, can perform essential job functions of the employment position that such individual holds or desires.

Rank/Title

An individual's **rank** is denoted by their standing of authority and responsibility regarding their position. For example, an individual may hold the **rank** of Sergeant in the Criminal Investigation Division, the **rank** of Lieutenant in the Uniform Patrol Division, or the **title** of Records Supervisor.

Reasonable Accommodation

A modification or adjustment to a job, the work environment, or the way things are done that enables a **qualified individual with a disability** to perform **essential job functions**.

Reclassification

The reassignment of an existing position from one **job class** to another based on changes in job content such as tasks, duties, difficulty, required **skill**, and responsibility of the work performed.

Recruitment

The solicitation of **applications** for a position.

Reduction in Force (RIF)

The procedure used to eliminate or reduce a portion of one or more filled positions in one or more organizational units due to budgetary limitations, shortage of work, or organizational changes.

Reemployment

When an employee's services have been terminated, and that employee is subsequently reemployed and they are credited with their prior service for purposes of calculating leave accrual rates and other benefits associated with length of service.

Regrading

The change of **pay grade** for a current job **title** based on market salary survey or job evaluation; positions can be regraded upward or downward.

Regular Employee

A full-time or part-time employee who has successfully completed their "**Probationary Period**".

Reinstatement

The return of a separated employee to City service without a break in service. Generally,

the employee's leave balances for which payment has not been made are returned to the same level that existed when their services were last terminated, and the employee's **seniority** is reinstated. Prior service is credited for the purpose of calculating leave accrual rates and other benefits associated with length of service. Standard benefits (i.e., health, dental, life, and **disability** insurance) are usually reinstated with no waiting period. Other voluntary benefits are handled in accordance with standard procedures and/or contract language.

Resignation

Written or oral notification by an employee of their voluntary **termination** of employment; also occurs when an employee fails to report to work for 3 days.

Retirement

Termination of employment at the election of the vested employee which will involve immediately receiving pension benefits.

Salary Range

A range of pay associated with a **pay grade** which includes a minimum and maximum rate of pay.

Seniority

In general, **seniority** means (in order):

1. The status of one job **title** over another job **title**, as determined by **Pay Grade** (i.e., City Clerk is senior to a Deputy City Clerk, and a Lieutenant is senior to a Sergeant);
2. The length of time an employee has been continuously employed in their current job **title**;
3. The length of **continuous service** since the employee's last date of hire with the City.

Selection Process

The sum of all activities undertaken to establish the qualifications of the **applicant**.

Separation from Employment

Action initiated by either the City or the employee which ends the employment relationship.

Serious Health Condition (FMLA)

See FMLA Policy

Shall/Will

Denotes a condition or act that is mandatory.

Should

This term indicates that an action or condition is desirable and expected to occur, unless a reasonable explanation for deviation is provided.

Skill

A present, observable competence to perform a learned psychomotor act. The essence of a **skill** and its difference from either a **knowledge** or an **ability** is that a **skill** embodies observable, quantifiable, and measurable rates of performance (e.g., **skill** at the sequential, repetitive manipulation of a machine at a rapid rate).

Son or Daughter (FMLA)

A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is: (1) under 18 years of age; or (2) 18 years of age or older and incapable of self-care because of a mental or physical **disability**.

Spouse

The legally recognized husband or wife of the employee.

Substantially Limits

An impairment is substantially limiting if it significantly restricts the duration, manner, or condition under which an individual can perform a particular major life activity as compared to the **ability** of the average person in the general population to perform that same major life activity.

Superior-subordinate relationship

Means an employment relationship wherein one employee has the authority to supervise, direct, or evaluate the performance of the other employee or to finalize, approve, or recommend **personnel actions**.

Supervisor

An individual who directs the work of one or more other employees [subordinates], generally including, but not limited to or requiring: assigning and scheduling work, recommending or taking disciplinary action, providing on-the-job training, and appraising work performance.

Suspension

An enforced leave of absence. Can be non-disciplinary (with pay, normally while an investigation is pending) or disciplinary (without pay for disciplinary purposes).

Temporary Employee

A person employed to service in a position established to perform unanticipated or nonrecurring work for a period usually of 6 months or less.

Termination

See **Dismissal** above

Transfer

The reassignment of an employee from one position to another position (in the same or different **department**) which has the same **pay range**. A **transfer** may also describe a situation when the employee and their current position are moved from one **department** to another.

Twelve-Month Period (FMLA)

A rolling, 12-month period measured backward from the date FMLA leave used.

Twelve Workweeks of Leave (FMLA)

See Family & Medical Leave Act

Undue Hardship

Any accommodation that is substantial or disruptive or would be unduly costly to the City or that would fundamentally alter the nature or operation of the work unit or job. This definition is not intended to be a complete legal definition of this term as may be used in the ADA or other Federal statutes but is merely an attempt to describe in ordinary language the limits of accommodation available to employees under the ADA or otherwise.

Unlawful Discrimination

Employment practices which are prohibited by state or federal laws; typically involving race, color, sex, religion, national origin, age, **disability**, or other legally protected class or status.

Volunteer

An individual who provides services to the City without **compensation** for their time (reasonable reimbursement for expenses is permitted).

Wellness

Activities that support an employee's overall physical, mental, and emotional health. This may include exercise, or other approved activities that promote personal well-being, resilience, and the ability to perform work safely and effectively.

Workday

The number of regularly scheduled work hours in a 24-hour period, based on the schedule and requirements of each Department.

Workplace

Any site used for the performance of work by an employee, including, but not limited to, any City building, facility, premises, or vehicle. In addition, all city-owned property

including, but not limited to offices, desks, lockers, safes, files, cabinets, and toolboxes.

Worktime (or hours worked)

All time an employee is performing official job tasks on behalf of the City regardless of where the work is performed. It includes all time spent in physical or mental exertion controlled or required by the City and pursued primarily for the City and its business.

Work Week

The workweek begins at 12:00 a.m. on Monday morning and runs through 11:59 p.m. on Sunday night and consists of 7 consecutive calendar days.

CHAPTER 1: GENERAL PROVISIONS

Purpose The policies contained in the Employee Handbook are for internal use only and are not intended to enlarge an employee's civil or criminal liability in any way. These policies should not be construed as the creation of a higher standard of safety or care in an evidentiary sense, with respect to third-party claims. Violations of the Human Resources policies, if proven, can only form the basis of a complaint or disciplinary action by the City of Hapeville. The City will report any violations of the personnel policy that are suspected to violations of the criminal law to the appropriate law enforcement agency.

Scope These policies apply to all employees of the City of Hapeville, unless expressly excluded by this Handbook.

1.0 Coverage

These policies apply to all full-time, part-time, temporary, and seasonal City employees, with certain exceptions as listed below.

The following list of people and/or positions are generally not covered by these rules and regulations of this Employee Handbook, unless specifically enumerated in a specific policy.

1. Elected officials (Mayor and **City Council**)
2. Members of appointed boards, commissions, and committees (i.e. Board of Appeals, Development Authority, Ethics Committee, Personnel Board, Main Street, Planning Commission, Design Review Commission)
3. Professional positions appointed (i.e. City Attorney, Judges, Solicitors)
4. People providing contracted services (i.e. City Planner)

1.1 Administration of Policies

The City Manager shall appoint the Human Resources Director to administer these rules and regulations.

1.2 Availability of Human Resources Handbook

This Employee Handbook will be maintained by the City's Human Resources office. A copy of this handbook will be issued to each City employee. It will also be posted on the City's Human Resources Information System (HRIS) and a printed copy maintained in the Human Resources office.

1.3 Policy Changes

The Mayor and **City Council** reserve the right to change, modify, replace, interpret and/or cancel these policies at any time. Department Heads may issue additional rules, policies, procedures, guidelines or clarifying procedures to respond to the unique needs of their Department; provided that such additional directives are reviewed by Human Resources before they are issued by any Department. The City Manager and/or the Human Resources Director will consult with Mayor and **City Council** as well as the City Attorney, as appropriate, for recommended changes or modifications to this Handbook. Policy changes will be communicated to affected employees.

CHAPTER 2: EQUAL EMPLOYMENT OPPORTUNITY

Purpose This Policy addresses and identifies the City's expectations for the equal treatment of all employees in the administration of this Handbook, in the **recruitment**, training, opportunity, **discipline**, and **termination** of any employee of the City.

Scope This policy applies to all employees of the City of Hapeville, including probationary employees and contractors.

2.1 Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the City will be based on merit, qualifications, and abilities. Employment practices will not be influenced or affected by an **applicant's** or employee's race, color, religion, sex, national origin, age, **disability**, or any other immutable characteristic protected by law.

The City will make **reasonable accommodations** for qualified individuals with known disabilities unless doing so would result in an **undue hardship** to the City. This policy governs all aspects of employment, including selection, job assignment, **compensation**, **discipline**, **termination**, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination or harassment in the workplace are encouraged to bring these issues to the attention of their immediate **supervisor**, department head or the Human Resources Department. While employees are encouraged to follow their chain of command in their Department to address questions and concerns, employees may always raise concerns and make reports of discrimination or harassment, without fear of reprisal, to the Human Resources Department. Direct report to the Human Resources Department is advisable when the employee's report of discrimination or harassment involves their Supervisor and/or Department Head Anyone engaging in any type of **unlawful discrimination** will be subject to disciplinary action, up to and including **termination** of employment.

Discrimination is defined as an act based upon impermissible criteria such as race, religion, color, sex, culture, age, national origin, **disability**, veteran status, pregnancy, sexual orientation, or other protected **classification** which adversely affects the employment or **promotional** opportunities of an individual.

Harassment The definition of harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, national origin, age, sexual preference, or **disability**, or that of the other person's relatives, friends, or employees, and that

1. has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
2. the purpose or effect of unreasonably interfering with an individual's work performance; or
3. otherwise adversely affects an individual's employment opportunities.

All employees, **supervisors**, and elected officials/**department heads** are expected to avoid any behavior or conduct that could reasonably be interpreted as harassment. Any form of harassment related to an individual's race, color, national origin, religion, sex, gender, **disability**, age, veteran status, citizenship, sexual orientation, or other protected group status, is a violation of this Policy and will be treated as a disciplinary matter. For purposes of this Policy, the term "discriminatory harassment" shall be construed consistent with applicable law and may include, but is not limited to, any of the following.

1. Offensive remarks, comments, jokes or slur pertaining to an individual's race, color, national origin, religion, sex, gender, **disability**, age, veteran status, citizenship, sexual orientation, or other protected group status;
2. Offensive pictures, drawings, posters, photographs, reading materials, computer monitors, or other tangible items, or communications including e-mail, that are reasonably offensive or that reasonably exploit an individual's race, color, national

origin, religion, sex, gender, **disability**, age, veteran status, citizenship, sexual orientation, or other protected group status;

3. Threatening reprisals based on an employee's race, color, national origin, religion, sex, gender, **disability**, age, veteran status, citizenship, sexual orientation, or other protected group status; or
4. Conduct that has the purpose or effect of unreasonably interfering with an individual's work performance and/or conduct that creates an intimidating, hostile or offensive working environment.

The Human Resources Department has overall responsibility for assuring that the City of Hapeville is in compliance with all Civil Rights laws, including, but not limited to Title VI, Title VII, the Age Discrimination in Employment Act, the Equal Pay Act, the Pregnancy Discrimination Act of 1978, the Pregnant Workers Fairness Act of 2023, the Americans with Disabilities Act and any other State or Federal anti-discrimination law or regulation, as and when any of these statutes are amended.

It is a separate violation of this Policy and Federal law to retaliate against any person who has made an allegation of discrimination made unlawful by any Federal statute regulating employment workplace behavior. It is irrelevant for purposes of asserting or alleging a valid retaliation claim whether the underlying claim of unlawful discrimination was substantiated or not. The City of Hapeville expressly prohibits retaliation against any employee for exercise any right or privilege under the Civil Rights statutes of the United States.

2.2 Sexual Harassment

The Equal Employment Opportunity Commission (EEOC) defines sexual harassment as a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964, as amended, including and not limited to, unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Quid pro quo Sexual Harassment: Quid Pro Quo literally means "this for that" and exists when an employee's provision of aid, benefit, service or employment decisions are conditioned on the employee's submission to unwelcome romantic advances or sexual conduct.
2. Hostile work environment: Hostile work environment means unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it denies a person equal access to the workplace.
3. Sexual Violence: Any unwanted sexual act directed at an employee that involves force and is against the person's will. This includes when the person is forced to

engage in a sexual act when they are incapable of giving consent. This category also includes domestic violence and stalking.

2.3 Americans with Disabilities Act (ADA)

The City is committed to the fair and equal employment of individuals with disabilities under the ADA. It is the City's policy to provide **reasonable accommodation** to qualified individuals with disabilities unless the accommodation imposes an **undue hardship** on the City. The City of Hapeville prohibits any harassment of, or discriminatory treatment of, employees or **applicants** based on a **disability** or because an employee has requested a **reasonable accommodation**.

In accordance with the ADA, **reasonable accommodations** will be provided to qualified individuals with disabilities to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment. An employee or **applicant** with a **disability** may request an accommodation from the Human Resources Department and should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation to the extent permitted and in accordance with applicable law. The City then will review and analyze the request, including engaging in an interactive process with the employee or **applicant**, to identify if such accommodation can be made or if any other possible accommodations are appropriate. If medical documentation regarding the **disability** and possible accommodations is requested, the employee is responsible for providing such information. All information obtained concerning the medical condition or history of an **applicant** or employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

It is the policy of the City to prohibit harassment or discrimination based on **disability** or because an employee has requested a **reasonable accommodation**. The City prohibits retaliation against employees for exercising their rights under the ADA or other applicable civil rights laws. Employees should use the procedures described in the Harassment and Complaint Procedure to report any harassment, discrimination, or retaliation they have experienced or witnessed.

Anyone with a complaint based upon a violation of this policy should utilize the City's Complaint Process and Procedure, Section 11.3, in this Handbook.

Examples of prohibited conduct that may constitute discrimination and violation of this policy includes, but is not limited to the following:

1. Asking **applicants** if they are disabled or about the nature or severity of a **disability**;
2. Making pre-employment inquiries about the medical/psychological status of an

applicant;

3. Requiring an **applicant** to take a medical examination before making a job offer;
4. Inquiring if an **applicant** has previously filed a workers' **compensation** claim;
5. Refusing to hire a qualified **applicant** or retain an employee because **reasonable accommodation** is required for the individual to perform the job, except when such act would cause an **undue hardship** or would result in a "direct threat" (a significant risk to the health or safety of the individual or others, which cannot be eliminated by **reasonable accommodation**) to the employee or others;
6. Failing to interview or test a qualified **applicant** because of his or her **disability**;
7. Rejecting a qualified **applicant** because he or she has a condition or illness which is, or is perceived to be, likely to become a **disability** at some time in the future.

The City may require a pre-employment medical and/or psychological examination only after an offer of employment has been made to a job **applicant** and prior to the commencement of the employment duties of such **applicant** and may condition an offer of employment on the results of such examination. Such pre-employment examination may only be required if provided to all job **applicants** in the same job category regardless of **disability**.

Nothing in this section prohibits the City from requiring applicants for police, fire, communications, or other public-safety positions to complete job-related, non-medical selection tests or assessments before a conditional offer of employment is made. Such pre-offer testing may include, but is not limited to, written examinations, skills assessments, communications or dispatch testing, physical ability or agility testing, background screening, interviews, or other job-related selection procedures required for the position. Any such testing shall be administered consistently for applicants in the same job category and shall be designed to evaluate the applicant's ability to perform job-related functions, with reasonable accommodation provided when required by law. Medical examinations, psychological examinations that constitute medical examinations, and disability-related inquiries shall not be required until after a conditional offer of employment has been made, except as otherwise permitted by applicable law.

2.4 Reasonable Accommodations for Pregnant Employees

As required by the federal Pregnant Workers Fairness Act (PWFA), the City provides **reasonable accommodations** to employees and **applicants** with limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause **undue hardship** to business operations.

An employee or **applicant** may request an accommodation due to pregnancy, childbirth or a related medical condition by submitting the request verbally or in writing

to the Human Resources Director. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation requested and any alternative accommodation(s) that might be reasonable. Depending on the nature of the requested accommodation, the individual may be instructed to submit a statement from a health care provider substantiating the need for the accommodation.

Upon receipt of a request for accommodation, the Human Resources Director will contact the employee or **applicant** to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., **undue hardship**. The Human Resources Director will consult with the City Attorney before denying any request for an accommodation.

While the reasonableness of each accommodation request will be individually assessed, possible accommodations may include allowing the individual to:

1. Sit while working.
2. Drink water during the workday.
3. Have flexible hours or work schedule.
4. Receive appropriately sized uniforms.
5. Receive additional break time to use the bathroom, eat and rest.
6. Take time off to recover from childbirth.
7. Be excused from strenuous activities and/or activities that involve exposure to compounds deemed unsafe during pregnancy.

An employee may request leave as a **reasonable accommodation** under this policy. The requested leave will be unpaid, unless the employee has available accrued, unused sick, vacation or holiday time that will cover the requested leave.

Retaliation due to a request for an accommodation under this policy or for reporting or participating in an investigation of **unlawful discrimination** under this policy is subject to **discipline**, up to and including discharge.

2.5 Accommodations for Parents to Feed Infant Children

The City of Hapeville supports new parents in our workforce and their choices when it comes to breastfeeding upon their return to work after the arrival of a baby. This policy is to establish guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees for up to one (1) year following the birth of a child. The City supports the legal rights and necessity of employees who choose to express milk in the workplace.

REASON FOR POLICY

The goals of this Policy include:

1. To establish guidelines promoting a work environment that supports breastfeeding at work for the City of Hapeville.
2. To acknowledge that employees have a right to lactation accommodation.
3. To acknowledge City's obligation to respond to lactation requests from employees.
4. To comply with federal regulations under the Providing Urgent Maternal Protections for Nursing Mothers Act (the "PUMP Act") and other requirements per the Fair Labor Standards Act

WHO SHOULD READ THIS POLICY

All City of Hapeville employees – including all members of the Administration and Department Heads, employees inquiring about parental leave, all **supervisors** and managers, and all new and current employees.

POLICY

In accordance with the Federal PUMP Act, breastfeeding employees will be provided breaks to express milk during working hours in a lactation space that meets minimum requirements described below. If possible, the break times shall run concurrently with the employee's scheduled break times. However, an employee's scheduled break time may not coincide with the employee's need to lactate, or additional time may be necessary. Break times for lactation shall be unpaid only if a non-exempt employee is relieved of all duties and is not interrupted during their break. Exempt employees shall not be docked for such break time.

2.5.1 Lactation Breaks

Employees may take reasonable break times to express breast milk for up to one (1) year following the birth of a child. If the employee desires to continue breastfeeding after the end of a year, they should make a timely request to their supervisor and the Human Resources Department to request the same as an accommodation under the city's Pregnant Worker's Fairness Act Policy. Employees may take reasonable break times each time they have a need to express milk.

Employees who telework are also eligible to take pump breaks on the same basis as other employees.

2.5.2 Lactation Space Requirements

The City of Hapeville will provide breastfeeding employees with space to express breast milk. This space will be shielded from view and free from intrusion by colleagues and the public. The room or location for lactation will be a suitable, private lactation area in the employee's workspace that is not a restroom.

2.5.3 Retaliation Prohibited

Retaliation against lactating employees for exercising their rights under this policy and the PUMP Act is expressly prohibited. Any such retaliation shall be cause for immediate disciplinary action, up to and including **termination**. Additionally, breastfeeding should not constitute a source of discrimination in employment or in access to employment. Under this policy, it is prohibited to harass a breastfeeding employee or exercise any conduct that creates an intimidating, hostile or offensive working environment. Harassment of a breastfeeding employee may be reported by the complaining employee and will be addressed in accordance with the City's policies and procedures for discrimination and harassment.

CHAPTER 3: RECRUITMENT AND HIRING

Purpose: The policies in this chapter are to provide a **recruitment** and **selection process** that promotes equal employment opportunity for all **applicants** and provide departments with qualified **applicants** in a timely manner.

Scope: This policy applies to all applicants and employees of the City of Hapeville, including probationary employees and full- and **part-time employees**. It does not apply to contractors, vendors, or elected officials of the City of Hapeville.

Nature of Employment: Employment with the City of Hapeville is voluntarily entered into and is at-will. This means that either the employee or the City may terminate the employment relationship at any time, with or without cause or notice, unless otherwise required by law or by a written employment contract approved by the **City Council** or its **designee**.

Nothing in this Handbook creates a contract of employment, an express or implied promise of continued employment, or a guarantee of employment for any specific duration.

Regular **full-time employees** who are dismissed for cause may be entitled to utilize the **appeal** process as provided in Chapter 6 of this Handbook. The availability of an **appeal** does not alter the at-will nature of employment.

3.1 Employment Opportunities

The **recruitment**, selection, appointment, and **promotion** of employees shall be conducted in such a manner as to promote equal employment opportunity for all persons without regard to race, color, religion, sex, pregnancy, sexual orientation, national origin, age, disability, or genetic information.

Vacant Positions

Department heads shall be responsible for notifying the Human Resources personnel of vacant, or soon to be vacant, authorized positions in their respective **departments**. The notification shall include the class **title** and **salary for the position**. As far as practical, vacancies may be filled by **promotion** of employees of the City; but in no event is the City prohibited from hiring a new employee rather than filling a vacancy from existing employee roles. The City shall have the authority and discretion to select and recruit the best qualified individual for the position. Notice of vacancies may be routinely announced to city employees; internal and external vacancy announcements may be posted for at least five (5) workdays in a specified location. However, the City is not required to post vacancies and the goal of the posting for internal and external **recruitment** is to ensure the City obtains the largest possible **applicant** pool so it may

select the best qualified **applicant**. Any time periods authorized or provided for may be shortened or extended to meet the operational needs of the City.

1. **Recruitment for vacant positions** All full-time vacancies may be publicized by the Human Resources Department, by posting announcements and by other means as necessary to ensure obtaining well-qualified candidates for the positions. The announcement should specify the **title** and **salary range** of the vacant position, any minimum qualification requirements necessary to perform the essential functions of the position, the manner of making **application**, the final date on which **applications** should be received in order to be considered, and other pertinent information. Reasonable efforts should be made to publicize vacancies, so that all interested people are informed, and qualified persons are attracted to compete, but are not required if the operational needs of the City dictate a different course of action as determined in the discretion of the City Manager or their **designee**.
2. **Applications** shall be submitted on the city's online **application** platform. If an **applicant** cannot utilize a computer for any reason related to a **disability** as defined by the Americans with **Disability** Act, as amended, such **applicant** should notify the Human Resources Department for an accommodation to the application process. Such forms shall include information covering training, experience and other pertinent factors. All **applications** shall be signed, digitally or by ink, by the person applying.

3.2 Disqualifications

Applicants may be removed from further consideration by the Human Resources Department if the **applicant**:

1. Does not meet the minimum qualifications established for the position;
2. Has made false statements of material fact, or practiced deception in his **application**;
3. Has an unsatisfactory employment or driving record of such a nature as to demonstrate unsuitability for employment;
4. Has been convicted of a felony or misdemeanor involving moral turpitude, family violence, or physical violence within the previous 3 years; or
5. Has failed to submit or properly complete an **application** within the prescribed time limit.

3.3 Selection and Appointment

The goal of the **recruitment** and hiring process is to ensure the City obtains and hires the most qualified **applicant**. The authority and discretion of the City, its Administration, and Department Heads to modify, amend, or adjust these procedures is

expressly delegated by the Governing Authority and the Administration is expressly authorized to act as they deem necessary to obtain the largest pool of **applicants** possible so that the most qualified **applicant** can be identified and hired.
The Human Resources Department shall review all **applications** for employment to determine whether the **applicant** meets the established standards for employment. Such information may be requested as is necessary to make such determination. When appropriate, examinations may be used which may be written or oral or a combination of these. Such tests should be practical in character and should relate to the duties and responsibilities of the position for which the **applicant** is being examined.
The **appointing authority** shall continue the **selection process** from this list and shall perform its **selection process** in an unbiased fashion, giving due consideration to the totality of circumstances, and in all cases, attempt to employ the most qualified candidate.

3.4 Emergency Appointment

When an emergency that seriously disrupts public business prevents a vacant position from being filled through normal procedures, the City Manager, in coordination with Human Resources, may temporarily appoint a qualified person to the position to prevent interruption of public services, loss, or serious public inconvenience. If the vacant position requires appointment by the City's governing authority, the Mayor and City Council will work with the City Manager and Human Resources to make the temporary appointment.

3.5 Outside Employment

Employees may hold outside jobs as long as they meet the performance standards of their job with the city. Employees should consider the impact that **outside employment** may have on their health and physical endurance. All employees will be judged by the same performance standards and will be subject to city scheduling demands, regardless of any existing outside work requirements.

If the City determines that an employee's outside work interferes with performance or the **ability** to meet the job requirements of the city as they are modified from time to time, the employee may be asked to terminate the **outside employment** if he or she wishes to remain with the City.

Outside employment that constitutes a **conflict of interest** is prohibited. A **conflict of interest** may include, but is not limited to, a business or job obligation that tends to bring discredit to the City or that is in service to a business that is in violation of any local ordinance or state statute. Any questions should be addressed with the employee's **supervisor** and any doubts resolved by consultation with the City Manager or their **designee**. An employee may not receive, directly or indirectly, any income or

material gain from any individual outside the City for any material produced or any service rendered in the performance of his or her job with the City or while being paid by the City.
Any employee who uses sick leave to then work **outside employment** or receives payment for services rendered while also being paid by the city will be subject to disciplinary action up to and including termination. An employee may use accrued holiday or vacation leave, as applicable.

3.6 Work Schedules

Work schedules for employees vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

CHAPTER 4: STAFFING AND CLASSIFICATION

Purpose: The policies in this chapter are to clarify the definitions of employment **classifications** so that employees understand their employment status and eligibility. These **classifications** do not guarantee employment for any specified period of time. The right to terminate the employment relationship at will at any time is retained by both the employee and the City of Hapeville.

Scope: This policy shall apply to all employees of the City of Hapeville.

4.1 Employee Medical Examinations

To help ensure that employees are able to perform the essential functions of their position, or prospective position safely and effectively, medical examinations may be required.

After an offer has been made to an **applicant** entering a designated job category, a medical examination may be performed at the City's expense by a health professional of the City's choice. The offer of employment and assignment to duties will be made contingent upon satisfactory completion of the exam.

Information on an employee's medical condition or history will be kept separate from other employee information and maintained confidentially.

4.2 Immigration Law Compliance

In accordance with Georgia law, the City is committed to employing only those persons who are authorized to work in the United States and does not unlawfully discriminate based on citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the City within the past three (3) years, or if their previous I-9 is no longer retained or valid.

Employees with questions about immigration law issues are encouraged to contact the Human Resources Department. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

4.3 Employment Categories

The City of Hapeville classifies employees into employment categories for purposes of pay, benefits eligibility, leave accrual, and applicability of certain personnel policies.

Employment categories are mutually exclusive. Each employee shall be designated into **one** employment category at the time of hire or appointment.

4.3.1 Regular Full-time Employees

Regular **full-time employees** are employees who are regularly scheduled to work the City's full-time schedule for an indefinite period and who are not classified as temporary, or seasonal.

Regular **full-time employees** are generally eligible for the City's full benefit package, subject to the terms, conditions, and limitations of each benefit program.

Except as otherwise stated in this Handbook, regular **full-time employees** may be eligible to **appeal** certain disciplinary actions in accordance with Chapter 6.

4.3.2 Part-time Employees

Part-time employees are employees who are regularly scheduled to work less than thirty (30) hours per week on an ongoing basis.

Part-time employees receive workers' compensation but are not eligible for the City's full benefit package.

4.3.3 Temporary Employees

Temporary employees are hired for a limited duration to fill interim staffing needs, supplement the workforce, or assist with specific projects.

Temporary employees are not eligible for the City's standard benefit programs.

4.3.4 Seasonal Employees

Seasonal employees are employed on an intermittent or recurring basis associated with peak workloads or seasonal operations.

Seasonal employees receive only workers compensation and have no expectation of continued or recurring employment.

4.4 Employment Reference Checks

To ensure that individuals who join the City are well-qualified and have a strong potential to be productive and successful, it is the policy of the City to check the employment references of all **applicants**. The Human Resources office will respond in writing only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

4.5 Employment Applications

The City relies upon the accuracy of information contained in the employment **application**, as well as the accuracy of other data presented throughout the hiring process and employment. In order to accept a position of employment with the City,

each prospective employee must agree, and does agree upon beginning their employment, that the information contained in their **application** of employment is true and accurate to the best of their ability. Each **applicant**, and each employee upon accepting a position with the City acknowledges and agrees that the City's reliance on the statements and information in the **application** process is reasonable. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the city's exclusion of the individual from further consideration for employment or, if the person has been hired, **termination** of employment.

4.6 Hiring Relatives

The employment of relatives in the same department of any organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Relatives of elected or appointed officials or of persons currently employed by the City may be hired only if they will not be directly supervising a relative or be supervised by a relative and will not occupy a position in the same line of authority within the organization. This policy applies to any relative, higher or lower in the organization, who has the authority to make or review employment decisions. City employees cannot be **transferred** into such a reporting relationship. Employees who are relatives of elected or appointed officials prior to the adoption of this revision to the Handbook on {date of adopted handbook} shall be exempted from the provisions of 4.6.

If the relative relationship is established after employment, the individuals concerned will decide who is to be **transferred**. A **transfer** is contingent upon a substantially similar position being available. If that decision is not made within thirty (30) calendar days, management will decide based upon the needs of the organization which employee is transferred and where if a substantially similar position is available to accommodate a **transfer**. If there is no substantially similar position, the employee to be **transferred** may be released from duty.

In cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment based upon the needs of the organization. If no substantially similar position is available and **transfer** is required, the employee to be **transferred** may be released from duty.

For purposes of this policy, relatives are deemed to include spouses, parents, children, siblings, stepparents, stepchildren, step-siblings, parents-in-law, siblings-in-law, grandparents, grandchildren, aunts, uncles, nieces, nephews, and any substantially similar family relationship by blood, marriage, adoption, or legal guardianship.

4.7 Personal Relationships and Fraternization

4.7.1 Purpose
The city is committed to a professional respectful, fair, and efficient workplace. Personal relationships between employees can create actual or perceived conflicts of interest, favoritism, misuse of authority, confidentiality concerns, morale issues, and harassment or retaliation risks. This policy is intended to reduce those risks while respecting employees' intimate or familial relationships.

4.7.2 Scope
This policy applies to workplace conduct and to personal relationships that affect, or reasonably could affect, City operations, supervision, safety, security, morale, discipline, or the integrity of employment decisions.

This policy does not prohibit friendships or off-duty associations between employees. It does not replace the City's policies on harassment, retaliation, ethics, conflicts of interest, standards of conduct, workplace violence, or nepotism.

4.7.3 General Standards
Employees must maintain professionalism in the workplace at all times.

Employees involved in a personal relationship must:

- avoid favoritism or the appearance of favoritism;
- avoid conduct that disrupts the workplace;
- maintain appropriate workplace boundaries;
- comply with all anti-harassment, anti-retaliation, ethics, and confidentiality rules; and
- cooperate with any management steps taken to address a conflict of interest.

4.7.4 Prohibited Conduct
The following are prohibited:

1. **Supervisor-subordinate relationships.**
   No employee may engage in or continue a personal relationship with another employee over whom the employee has direct or indirect supervisory or evaluative authority.
2. **Influencing employment decisions.**
   No employee may make, participate in, recommend, review, or influence any employment-related decision involving a person with whom the employee has a personal relationship.

3. **Confidential or sensitive role conflicts.**
   Employees whose duties involve personnel administration, payroll, benefits, discipline, investigations, complaints, legal advice, records access, or other confidential employment matters may not handle matters affecting a person with whom they have a personal relationship and may be reassigned or recused as needed.
4. **Unprofessional workplace conduct.**
   Public displays of affection, sexual conduct, romantic disputes, retaliation after a breakup, misuse of City property or time, or any other conduct that disrupts operations or undermines professionalism are prohibited.
5. **Retaliation or coercion.**
   No employee may pressure another employee into a relationship, retaliate because a relationship is declined or ended, or use City position or authority to benefit or disadvantage a person because of a personal relationship.

4.7.5 Disclosure Requirement

Any employee who enters into, or becomes aware of, a personal relationship that creates or may create a conflict under this policy must promptly disclose it to Human Resources.

If the relationship involves:

1. a supervisor and subordinate, disclosure must be made immediately to Human Resources;
2. a potential conflict in the same department or reporting chain, disclosure should be made within **five business days** of the conflict arising or becoming known.

If the employee's supervisor is involved in the relationship or conflict, the disclosure must be made to Human Resources and the next uninvolved supervisor or Department Director.

Disclosure under this policy is intended to allow the City to address conflicts early. A good-faith disclosure, by itself, is not misconduct.

4.7.6 Management Response

After disclosure, the City may take any reasonable step necessary to protect workplace integrity and operations. Depending on the situation, that may include:

1. recusal from decisions or access;
2. changing reporting relationships;
3. removing one employee from supervisory or evaluative authority;
4. changing schedules, assignments, shifts, or work locations;

5. transfer or reassignment;
6. removing an employee from interview panels, investigations, disciplinary processes, or payroll/benefits access; or
7. other measures the City determines are appropriate.

The City will decide which employee is reassigned or otherwise affected based on operational needs, qualifications, available positions, and the City's obligation to maintain an impartial workplace. The City is not required to honor employee preference in selecting the remedy.

4.7.7 Confidentiality

The City will handle disclosures and related reviews as discreetly as practical. Information will be shared only with those who have a legitimate business need to know. Confidentiality cannot be guaranteed where investigation, corrective action, due process, or legal compliance requires disclosure.

4.7.8 Violations

Violations of this policy may result in corrective or disciplinary action, up to and including termination of employment, subject to applicable law, due process requirements, personnel rules, and any governing employment agreements.

4.8 Breaks in Service

A **regular employee** who leaves City employment in good standing and is eligible to be rehired may be hired again by the City.

If the employee was vested when they left, they will return as a probationary employee. Their benefits will be based on their total years of City service, including their prior service.

If the employee was not vested when they left, they will also return as a probationary employee. Their benefits will be based only on their current period of City service after being rehired.

4.9 Probationary Period

The **probationary period** is a designated evaluation period used to assess an employee's ability to perform the duties of a position and to meet performance and conduct expectations.

Probationary status is not an employment category, but a temporary condition that applies to an employee during an initial hire, **promotion**, **transfer**, or reassignment.

4.9.1 Duration of Probationary Period
Unless otherwise specified in writing, all newly hired and rehired employees shall serve a **probationary period** of **one hundred eighty (180) calendar days** beginning on the employee's date of hire.

Employees who are promoted, **transferred**, or reassigned to a different position shall be required to serve a new **probationary period** of **one hundred eighty (180) calendar days** in the new position.

4.9.2 At-Will Status During Probation
During the **probationary period**, employment remains **at-will**. Either the employee or the City may end the employment relationship at any time, with or without cause or notice, consistent with applicable law.

Successful completion of a **probationary period** does **not** alter the at-will nature of employment or create a contract of employment.

4.9.3 Performance Evaluation During Probation
The **probationary period** allows supervisors and employees to review job responsibilities, standards, and performance expectations.

Formal performance evaluations should be conducted prior to the completion of the **probationary period**. The City may extend a **probationary period** when an employee has been absent for a significant period of time or when additional time is reasonably necessary to complete the evaluation. Any extension shall be documented by Human Resources.

4.9.4 Failure to Complete Probation
An employee who, in management's sole discretion, does not successfully complete a **probationary period** may be:

1. Released from employment; or
2. Returned to the employee's former position or a comparable position for which the employee is qualified, **if available**, based on the needs of the City.

Nothing in this section guarantees **reinstatement** or continued employment.

4.9.5 Appeal Rights During Probation
Probationary employees are not eligible to **appeal** disciplinary **dismissal** or **termination** under Chapter 6 of this Handbook, unless otherwise required by law.

4.9.6 Benefits During Probation
Benefits eligibility does not change during the **probationary period** unless expressly stated in this Handbook or governed by the terms of a specific benefit plan.

4.10 Performance Evaluation

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations should be conducted at the end of an employee's initial period in any new position. This period, known as the **probationary period**, allows the supervisor and the employee to discuss the job responsibilities, standards, and performance requirements of the new position. Additional formal performance reviews are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Merit-based pay adjustments may be periodically awarded by the City to recognize truly superior employee performance. The decision to award such an adjustment is dependent upon numerous factors, including the information documented by the performance review process.

4.11 Promotion

An employee who is promoted shall have the employee's salary adjusted based on years of service and that provides at least a five percent (5%) increase to the employee's previous salary.

4.12 Demotion

When an employee is demoted, the employee shall be paid at a rate within the salary range of the lower position. The rate of pay shall be set by the **appointing authority**, taking into consideration the circumstances surrounding the **demotion**, the employee's length of service, and the employee's service record with the City.

4.13 Classification Plan Defined

The **classification** plan is the systematic grouping of positions into appropriate classes:

1. A position is a group of currently assigned duties and responsibilities requiring the full-time or part-time employment of one (1) person. A position may be occupied or vacant.
2. A class is a group of positions (or one (1) position) that:
   a. Has similar duties and responsibilities;
   b. Requires like qualifications; and
   c. Can be equitably compensated by the same range of pay.
3. The class **title** is the official designation or name of the class, and it shall be used on all personnel records and transactions.

4.14 Use of Class Specifications

Specifications should be interpreted in their entirety and in relation to others in the **classification** plan. Particular phrases or examples should not be isolated and treated as a full definition of employee class. Specifications are merely intended to be descriptive and/or explanatory of the kind of work performed by similarly employed employees and not necessarily inclusive of all duties performed by a particular employee.

4.15 Maintenance of classification plan

The Human Resources Department, working with the Department Head, shall maintain the **classification** plan, so that it will reflect the duties performed by each employee in the classified service. The Human Resources Director should periodically review the entire **classification** plan and recommend appropriate changes in allocations or in the **classification** plan to the City Manager.

4.16 Allocation of Positions

When a new position is established, or duties of an existing position change, the Human Resources Department shall submit in writing a position description stating the duties and responsibilities of the position to the Department Head. The Human Resources Department shall investigate the actual or proposed duties for the position for a new position.

4.17 Classification plan in effect

Once adopted, the most recent **classification** plan approved by the City Manager shall be considered a part of this section and shall have the same force and effect as these personnel rules and regulations. The plan is directory only and does not constitute a contract or promise to any employee to pay any increases scheduled therein. The Human Resources Department shall maintain a copy of the classification plan.

CHAPTER 5: TIME, ATTENDANCE, & COMPENSATION

Purpose: To define the policies of the City of Hapeville with respect to time keeping, attendance, wage, and salary administration. The City of Hapeville is committed to maintaining salary levels that are internally equitable, externally competitive, and in compliance with all applicable laws and regulations.

Scope: This policy shall apply to all employees of the City of Hapeville.

5.1 Policy Statement

In order to maintain a high level of responsiveness to the City of Hapeville citizenry, it is important that employees follow established work hours, avoid tardiness and unauthorized absences, and follow reporting requirements.

5.2 General Provisions for Attendance and Work Hours

1. General Business Hours: All offices of the City will be kept open continuously from 9:00 a.m. to 4:00 p.m. Monday through Friday. Unless otherwise approved by the City Manager or a Department Head, the regular workday is from 8 a.m. to 5 p.m. Each **department** may schedule alternate work schedules to meet their needs and the needs of citizens with approval of the City Manager.
2. Except as otherwise noted below, authorized paid leave is not considered **hours worked**.
3. Vacation, holiday, sick leave or any other pay codes where the employee is not actively engaged in performing city business are not considered **hours worked** for the purpose of determining **overtime** eligibility.
4. Vacation, holiday, sick leave or any other pay codes where the employee is not actively engaged in performing city business are not considered **hours worked** for the purpose of determining eligibility for Family Medical Leave (FMLA).
5. Attendance requirements: Maintaining good attendance is a condition of employment and an essential job function for every employee. An employee will refrain from unauthorized absences or tardiness; abusing sick leave; absences or tardiness that causes significant disruption of service, and excessive, unapproved time off the job, regardless of reason. An employee absent from the job without proper authorization for three consecutive workdays will be considered to have resigned their position, unless exigent circumstances are demonstrated upon review on a case-by-case basis.
6. Time Increments: Hourly computations for the purpose of **compensation** and the use of vacation and sick leave will be computed in minute increments for non-exempt employees unless otherwise required by an individual department SOP. Holidays will be computed as full days and may not be broken into increments.

7. Meal Breaks: Except for public safety personnel, mealtimes should be at least thirty (30) minutes in length. Other rest periods of short duration during the day should not be disruptive to operations and should not exceed a total of fifteen (15) minutes in length and be approved by the employee's **supervisor**. In compliance with the Fair Labor Standards Act, mealtimes during a shift or tour of duty are not considered compensable time, unless the employee is required to respond to calls during the mealtime.

5.3 Pay Plan

The **pay plan** includes the adopted salary schedule, and the salary **ranges**, consisting of rates of pay for all classes of positions included in the classification plan. The plan is directory only and does not constitute a contract or promise to pay any employee any increase scheduled therein. The **pay plan** shall be considered a part of this section and shall have the same force and effect as these rules.

The **pay plan** referenced in these sections is not set out at length herein but is on file and available for inspection in the office of the Human Resources Department.

5.4 Maintenance of the Pay Plan

The **pay plan** is intended to provide fair **compensation** for all classes in the classification plan, considering range of pay for other classes, rates of pay for comparable services in private and public employment in the area, cost of living data, other benefits received by employees, the City's financial condition and policy, and other factors. The City Manager shall, when directed by the Mayor and Council, make or cause to be made comparative studies of all factors affecting the level of **salary ranges**. Based on conclusions reached through such studies, the City Manager should recommend to the Mayor and Council changes in **salary ranges**, as appropriate.

5.5 Entrance Salary

The minimum rate established for the class is the normal hiring rate. An employee seeking a voluntary **transfer** from one position to another, which second position is of a lower class, shall be paid according to the scale of the class of the new position, as modified by the step increases received by virtue of prior uninterrupted service. Appointments, under special conditions and subject to the prior approval of the mayor and council, may be made above the minimum rate when such action is determined to be necessary in the best interest of the City. Approval will be based on such conditions as shortage of qualified **applicants** available at the minimum step; qualifications of the **applicant** being in excess of the requirements for the class.

5.6 Salary Reviews

When funds have been specifically allocated in the budget for such purposes, salary increases may be granted to specific classes of employees, on the recommendation of the Human Resources Department and approval of the City Manager.

5.7 Pay Plan in Force

The **pay plan** shall be considered a part of this section and have the same force and effect as these personnel rules and regulations.

5.8 Timekeeping

Accurately recording time worked is the responsibility of every employee. Federal and state laws require the City to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

The City does not intend to indicate that dedication to your job is not appreciated. However, federal **overtime** laws mandate that **overtime** must be paid to eligible nonexempt employees, thus having an impact on budget projections. Therefore, it is important that you comply with these rules.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and end of any split shift or departure from work for personal reasons.

Overtime work must always be approved before it is performed. Failure to receive authorization to work **overtime** may result in disciplinary action. **Overtime** for certain situations may be preapproved by your **supervisor**.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including **termination** of employment.

Nonexempt employees should not report to work prior to their scheduled starting time nor stay after their scheduled stop time without expressed, prior authorization from their **supervisor**.

5.9 Paydays

All employees are paid biweekly. If a regularly scheduled payday falls on a weekend or holiday, employees will normally receive pay on the last day of work before the regularly scheduled payday.

5.10 Direct Deposit

Participation in the direct deposit program is mandatory for all city employees. All pay-related items, such as allowances and reimbursements, will flow through the regular pay cycle.

5.11 Severance Pay

The City does not grant severance pay to employees whose employment is terminated. However, the City reserves the right to make exceptions to this policy in its sole and absolute discretion.

5.12 Pay Advances

Neither pay advances nor extensions of credit on unearned wages can be provided to employees unless expressly authorized by the City Manager or designee.

5.13 Administrative Corrections

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

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of Human Resources or Supervisor so that corrections can be made as quickly as possible.

Once underpayments are identified, they will be corrected as soon as possible, but usually no later than the next regular paycheck.

Overpayments will also normally be corrected in the next regular paycheck unless this presents a burden to the employee (where there is a substantial amount owed). In that case, the city will attempt to arrange a schedule of repayments with the employee to minimize the inconvenience to all involved.

5.14 Pay Deductions and Setoffs

Federal and State statutes require that the City make certain deductions from every employee's **compensation**. Among these are applicable federal and state income and employment taxes; but may also include voluntary employee contributions for insurance premiums or savings plans offered by the City.

Pay setoffs are pay deductions taken by the City, usually to help pay off a debt or obligation to the city or others. This could be a result of a garnishment action filed by a third party pursuant to a court’s final judgment or to repay the City for lost or damaged gear or equipment. These examples are not intended to be the only types of setoffs an employee may encounter.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, the Human Resources Director can assist in having your questions answered.

5.15 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. Department heads may pre-approve situations in which **overtime** may be required. **Overtime** assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour requirements. As required by law, **overtime** pay is based on actual **hours worked**. Time off on sick leave, vacation leave, or any leave of absence will not be considered **hours worked** for purposes of performing **overtime** calculations.

Failure to work scheduled **overtime** or **overtime** worked without prior authorization from the **supervisor** may result in disciplinary action, up to and including possible **termination** of employment.

5.16 Worker's Compensation

The City of Hapeville strives to assist job-related injured workers in receiving immediate and quality medical care, to administer workers' **compensation** claims from the initial **injury** until the closing of the claim, and to safely return lost-time employees to productive employment.

All employees of the City are covered by the Georgia Workers' **Compensation** Act. If an employee is involved in any type of incident or **accident** where such employee is injured while working for the City, the employee must immediately notify the employee's supervisor of the **injury**.

All injuries should be reported to the employee's **supervisor**, regardless of whether the employee believes the **injury** is serious.

The supervisor shall complete all First Report of Injury Forms completely and accurately within 24 hours of the report from the employee and submit the same to the Department of Human Resources. If an employee needs immediate medical attention, the supervisor must complete the First Report of **Injury** Form immediately and submit same to the Department of Human Resources.

The Reporting **Supervisor** will ensure that the injured employee is taken to our medical facilities listed and approved on the City's Panel of **Physicians**.

An injured employee may not be covered by workers' **compensation** if such employee is not treated by a **physician** or medical facility on the City's Panel of **Physicians**.

Failure to comply with the City's Alcohol and Drug Abuse Policy or the Alcohol and Drug Testing Procedure may adversely affect the employee's rights under workers' compensation.

Neither the City nor the insurance carrier will be liable for the payment of workers' **compensation** benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.

5.16.1 Compensation Options during Worker's Compensation

If an employee is unable to work due to an authorized work-related **injury** for more than seven (7) days, the employee may be eligible to receive Temporary Total **Disability** benefits in accordance with the Georgia Workers' Compensation Act.

Temporary Total Disability benefits are generally paid at sixty-six and two-thirds percent (66 2/3%) of the employee's average weekly wage, subject to the maximum and minimum benefit rates provided by Georgia law at the time of injury.

The first seven (7) days of disability are considered a waiting period and are not payable as workers' compensation income benefits unless the employee is disabled for more than twenty-one (21) consecutive days.

The City may allow an employee to use eligible accrued and unused leave to supplement workers' compensation income benefits, up to but not exceeding the employee's regular salary. Any such supplement shall be coordinated with workers' compensation benefits and administered in accordance with applicable law, City policy, and payroll procedures.

CHAPTER 6: EMPLOYEE PERFORMANCE REVIEW AND DISCIPLINE

Purpose: To provide guidance for managing employee performance, communicating expectations, recognizing accomplishments, addressing performance concerns, and administering corrective or **disciplinary** action when appropriate.

6.1 Performance Evaluations

The City supports the use of performance evaluations as a management and employee-development tool. Evaluations may be conducted periodically, as determined appropriate by the Department Head, to review job performance, recognize accomplishments, identify areas for improvement, clarify expectations, and establish performance goals.

Supervisors are encouraged to provide employees with ongoing feedback and coaching throughout employment rather than relying solely on a formal evaluation process. A performance evaluation does not guarantee a salary increase, promotion, continued employment, or any other employment benefit. The timing, format, and frequency of evaluations may vary based on departmental needs, operational considerations, and administrative practices.

A formal performance evaluation is not required before the City addresses performance or conduct concerns through coaching, corrective action, or discipline. Such concerns may be addressed whenever they arise.

6.2 Documentation

The supervisor will document the employee's evaluation and any agreed-upon plans on the prescribed forms. Subsequent to the review with the employees, both the evaluator and employee should sign the form.

Appeal Rebuttal of Performance Review:

If an employee disagrees with the supervisor's assessment of their performance, the employee may write a letter of explanation stating their concerns with the evaluation. Any submittals from an employee on their performance evaluation, will be included in their file.

When an employee's conduct results in deficiencies in job performance or violations of law, City regulations or rules, it is the policy of the City to take appropriate action to improve and/or correct the conduct or performance or, if necessary, remove the employee from the City workforce through **application** of the standardized disciplinary options and procedures in this chapter.

6.3 Discipline

Policy Statement:

The City of Hapeville believes that each employee wants to provide quality public service by meeting high standards of job performance and conduct and by following established policies, procedures, regulations, and practices.

The primary purpose of disciplinary action is to correct or prevent the recurrence of employee performance or conduct that is detrimental to quality job performance or the interest of the citizenry, the employee, the City or other employees. The City's **discipline** policies emphasize the employee's responsibility for the consequences of their own behavior with a focus on communicating expectations for changes in behavior and needed improvement.

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

6.4 Format & Location of Actions

All disciplinary action should be documented in writing. All **appeals** by employees must be in writing. All responses to, and decisions on, **appeals** must be in writing.

All documents will be housed in Human Resources and not kept at the department level.

6.5 Progressive Discipline

While it is expected that disciplinary action options be exercised progressively, the nature of the deficiency or violation in any particular situation may preclude the exercise of a less severe **discipline** option. Typical disciplinary actions may include oral or written warnings, reprimands, **suspensions** (without pay), demotions and **termination**.

6.5.1 Suspension of Exempt Employees

Unpaid disciplinary suspensions of exempt employees may be imposed only in full-day increments and only in good faith for serious violations of workplace conduct rules, pursuant to a written policy applicable to all employees.

6.6 Disciplinary Options

Only Department Heads are authorized to demote or terminate employees with the authority delegated by the City Manager. The Department Head or a **designee** may

suspend employees. The Chart on the next page describes each step in the disciplinary process and any **appeal** rights the employee has.

6.7 Appeals

Appeals under this Handbook are governed exclusively by the procedures set forth in this Chapter. No other section of this Handbook creates independent or additional **appeal** rights unless expressly stated. All **appeals** must be received within three (3) **business days** and must cite that the disciplinary action was based on personal, religious, or political reasons, or was based upon factual error.

STEP	USE	RESPONSE/APPEAL
Counseling	An informal discussion between a supervisor and employee about the need to improve minor performance problems or as a reminder about violation of a minor rule that does not threaten the safety of the employee or others, or that does not involve dishonesty. Documents kept in Human Resources.	No **Appeal**
Oral Reprimand	An oral warning/instruction from the supervisor to the employee about the need to improve performance deficiencies or about violation of a rule that does not threaten the safety of the employee or others, or that does not involve dishonesty. Documents kept in Human Resources	No **Appeal**
Written Reprimand	A written warning or admonishment from the supervisor to the employee about the need to improve performance or about a rule violation. Documents kept in Human Resources	Employees have 3 workdays to submit a rebuttal to the Department Head or through the chain of command to the next level supervisor. **Rebuttal** does not go beyond the next level of supervision of the supervisor issuing the **discipline**.
Suspension Without Pay	Relief from duty for a specified amount of time. Requires coordination with Human Resources. Documents kept in Human Resources.	Employees have 3 workdays to **appeal** to the Personnel Board. **Appeal** must be submitted in writing and sent to the Human Resources Director. The final decision rests with the Personnel Board.
Demotion	Reduction in **rank** or **classification** consistent with the severity of the violation.	Employees have 3 workdays to **appeal** to the Personnel Board. **Appeal** must

	This is not an option for probationary employees. Requires coordination with Human Resources. Documents kept in Human Resources.	be submitted in writing and sent to the Human Resources Director. The final decision rests with the Personnel Board.
Termination	Involuntary separation of employees from City employment Requires coordination with Human Resources. Documents kept in Human Resources.	Employee has 3 workdays to **appeal** to the Personnel Board. **Appeal** must be submitted in writing and sent to the Human Resources Director. The final decision rests with the Personnel Board. This process shall also serve as the employee's name clearing hearing. Probationary employees do not have **appeal** rights to **dismissal**.

6.7.1 Hearing Format & Decorum

An **appeal** hearing before the Personnel Board or its duly authorized designee is a quasi-judicial proceeding and should be conducted in a setting that maintains a judicial atmosphere. The conduct of the parties shall be dignified, both on and off the record. Misconduct before the Personnel Board or its designee may be grounds for summary exclusion from the hearing.

The hearing is intended to receive evidence either to refute or to substantiate the specific charges which led to the **appeal**. It is not a forum for extraneous matters or the alleged misconduct of others. All parties and witnesses will be given ample opportunity to develop relevant points, subject to the Board's discretion.

6.7.2 Scheduling & Notices

Each **appeal** shall be heard by the Personnel Board or its duly authorized designee at the earliest practicable date after receipt of a proper **appeal**. The Human Resources Department will issue written notice of the time, date, and place of the hearing to the appellant (and/or representative) and the **appointing authority**.

Postponements will be granted only for good cause. A request to postpone the opening date of a hearing is at the discretion of the Personnel Board.

6.7.3 Prehearing Meeting

A pre-hearing meeting of the Personnel Board may be held to determine if the submitted **appeal** was both timely and procedurally correct.

6.7.4 Witnesses & Subpoenas

The chair of the Personnel Board, its designee, or the Board's attorney will administer the oath to witnesses. If the requested number of witnesses appears excessive, the Board

may require justification and may decline to hear numerous character witnesses or repetitive testimony. The Board, through Human Resources, may subpoena witnesses, documents, and records as necessary.

6.7.5 Representation

Appellants may be represented by legal counsel at their expense or may represent themselves. The **appointing authority** and the Personnel Board may be assisted by the City Attorney and staff.

6.7.6 Records/Transcripts

Either party may employ a certified court reporter at their own expense. All meetings are livestreamed and recorded.

6.7.7 Order of Hearing

The **appointing authority** presents first to prove that the action under **appeal** was taken for cause. The employee may then rebut and may attempt to show that the action was motivated by personal, religious, or political reasons, or was based upon factual error. After all evidence is presented, the Board or its designee may hear closing arguments and will take the case under advisement to render a decision at the earliest practicable date.

6.7.8 Decision & Board Order

The Personnel Board may not weigh the sufficiency of the cause for **adverse action**; it may reverse the **appointing authority** only upon a finding of factual error or motivation by personal, religious, or political reasons; otherwise, it shall affirm the decision. If the Board finds in favor of the employee, the employee shall be reinstated to their prior position with no loss of pay.

After reaching a decision, the Board will issue a written order decision directing any appropriate remedies. The Board's decision is final and conclusive in the absence of appellate review in the courts (certiorari). Copies of the Board order shall be made a matter of official record and furnished to all parties.

Mayor's Veto: If, in the opinion of the Mayor, the Personnel Board has exceeded its legal authority by considering issues beyond its jurisdiction or ordering relief in excess of its authorization, the Mayor may, within three (3) **business days**, veto the action. The veto may be overridden by a majority vote of the Council at the next regular meeting. If a veto is overridden, the decision of the **Personnel Board** shall stand.

Employees are encouraged to review the full Personnel Board Bylaws found in Chapter 11 of the City Ordinances.

CHAPTER 7: BENEFITS

Purpose: The purpose of the policies in this Chapter is to define the employee benefits provided to City of Hapeville employees and the responsibilities for administration.

7.1 Employee Benefits

Eligible employees of the City are provided a wide range of benefits. Many of the programs (such as social security, workers' **compensation**, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee **classification**. Your **supervisor** can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs may be available to eligible employees:

1. Bereavement leave
2. Education Pay Incentive
3. Holiday pay
4. Jury duty leave
5. Medical insurance
6. Military leave
7. Pension plan
8. Sick leave benefits (short-term **disability**)
9. Tuition Reimbursement
10. Vacation benefits
11. Voting time off
12. Wellness Hours
13. Witness duty leave

Some benefit programs require contributions from the employee, but most are fully paid by the City. The City reserves the right to expand or withdraw the availability of benefits at any time.

7.2 Major Medical Insurance

The City currently provides major medical insurance to all eligible employees. Part-time, seasonal, temporary, and contract employees are not eligible for medical insurance.

The terms and conditions of the currently available policy can be reviewed with the Human Resources Department.

All employee benefits are subject to allocation of funds to support the benefits as determined by the Mayor and **City Council** during the annual budget deliberations. The City reserves the right, at any time, to change, modify or eliminate any coverage, terms, conditions or other items related to this benefit and no contractual right shall accrue to any employee for the continuation of any coverage or level of coverage, deductible amount, copay amount or type of coverage, as the city reserves the right to amend or modify such at its discretion. The existence of a benefit in one budget year is not a guarantee that such benefit will be funded for future and subsequent budget years, and no promise, guaranty, or representation is made by this Handbook or this Chapter of the continuation of any benefit.

7.2.1 Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) may give employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the city's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are **resignation**, **termination** of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pre-pays the full cost of coverage at the City's group rates plus an administration fee. Failure to pre-pay premium amounts shall result in a loss of coverage and the city shall have no obligation to pay these amounts on the employee's behalf.

The City, through a third-party provider, provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the city's health insurance plan. The notice contains important information about the employee's rights and obligations.

7.3 Vacation Benefits

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. **Part-time, Temporary, and Seasonal Employees** and **independent contractors** are not eligible for accrual of vacation time or eligible for paid time off.

The amount of paid vacation an employee receives each year increases with the length of their employment as shown in the following schedule:

VACATION EARNING SCHEDULE

Years of Eligible Service	Vacation Hours Biweekly	Maximum Earned	Vacation Hours Biweekly - Fire	Maximum Earned - Fire
0 to 4	3.08	80 hours/10 days	4.62	120 hours/5 days
5 to 9	4.62	120 hours/15 days	6.93	180 hours/7.5 days
10+	6.16	160 hours/20 days	9.23	240 hours/10 days

The length of eligible service is calculated based on a "benefit year." This is the twelve-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Vacation leave may only be used after accrual, and no employee shall utilize annual leave that has not yet been earned.

Fire department employees may take vacation only in 24-hour increments, except for extraordinary circumstances as approved by the chief or their **designee**. To take vacation, employees should request advance approval from their immediate **supervisors**. Requests will be reviewed by department heads based on several factors, including business needs, **seniority**, and staffing requirements.

Vacation time off is paid at the employee's **base pay** rate at the time of vacation. It does not include **overtime** or any special forms of **compensation** such as incentives, commissions, bonuses, or shift differentials.

City Manager and Department Heads will accrue at the 10+ years rate upon hire or appointment.

Department Heads will receive 40 hours per year of Executive Leave. City Manager will receive 80 hours per year of Executive Leave. This leave will neither roll over **annually** nor pay out upon **termination**.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. If available vacation is not used by the end of the benefit year, employees may carry unused vacation time forward to the next benefit year. If the total amount of unused vacation time reaches a maximum accrual equal to three (3) times the annual vacation amount of the employee in question, further accrual will stop. When the employee uses paid vacation time and brings the available amount below the cap, thereafter, vacation accrual will begin again.

Upon **termination** of employment, employees will be paid for accrued unused vacation time that has been earned through the last day of work.

No employee shall be allowed to perform work for the City while on vacation leave and receive additional pay.

This leave shall only be earned while an employee is in service. Except for sick leave and vacation leave, employees utilizing other leave benefits, such as FMLA leave (Chapter 10 below), shall not accrue vacation leave during the duration of the leave.

7.4 Sick Leave Benefits

The City provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries resulting from causes beyond the employee's control; or for medical or dental examinations or treatments for which arrangements cannot be made outside working hours. **Part-time, Temporary, and Seasonal Employees** and **independent contractors** are not eligible for Sick Leave Benefits.

Eligible employees may accrue sick leave benefits at the rate of up to ninety-six (96) hours per year ((3.69) hours for every biweekly **pay period**). Fire department employees may accrue sick leave benefits at a rate of up to 288 hours per year (11.08 hours for every biweekly **pay period**). Sick leave benefits are calculated based on a "benefit year," the twelve-month period that begins when the employee starts to earn sick leave benefits and resets every January 1.

Employees, except for the Fire Department personnel, may accumulate sick leave up to a maximum of one thousand forty (1,040) hours, after reaching that amount, no sick leave shall accrue until after the total account balance shall have been reduced to less than one thousand forty (1,040) hours. Fire Department personnel who work shifts may accumulate sick leave up to maximum of one thousand four hundred and forty (1440) hours. The maximum accrual will be six (6) months.

No sick leave shall accrue during any biweekly period in which the employee is absent the entire period and utilizing sick leave benefits. Paid sick leave can be used in any increment of time. Eligible employees may use sick leave benefits for an absence due to their own illness or **injury** or that of an **immediate family** member. It does not matter whether that family member resides within the employee's household or not, provided that such illness or **injury** reasonably obligates the employee to be elsewhere. This is the case with a maximum of five absences per year.

Employees who are unable to report to work due to illness or **injury** should notify their direct **supervisor** before the scheduled start of their workday whenever possible. Failure to do so may be cause for denial of sick leave with pay for that day and for each

subsequent day that prior notification has not been given. Special consideration will be given for emergency situations.

The direct **supervisor** must also be contacted on each additional day of absence. **Human Resources** may, under proper circumstances, relieve employees from the obligation to make such contact for extended sicknesses.

If an employee is absent for five (5) or more consecutive days due to their own illness or **injury** or that of another family member, a **physician's** statement must be provided verifying the illness and its beginning and expected ending dates. **Physician** statements must also be provided for sick leave requests of any length if the employee has been notified that, due to frequent or habitual use of sick leave, such will be henceforth required. Such verification may be requested for other sick leave absences as well and may be required as a condition to receive sick leave benefits.

Before returning to work from a sick leave absence of thirty (30) calendar days or more, an employee must provide a **physician's** verification that he or she may safely return to work. If in a safety sensitive position, the employee will be sent for a fit for duty examination prior to their return to active duty or any other examination the Department Head deems appropriate and relevant.

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

Sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other absence. Misrepresentations about the use of this leave is a serious matter and will result in disciplinary action up to and including termination.

Unused sick leave benefits will not be paid to employees while they are employed or upon **termination** of employment. Unused sick leave benefits will be considered in the calculation of pension benefits.

7.5 Holidays

Time off is afforded to all employees for the following recognized Holidays:

1. New Year's Day (January 1);
2. Martin Luther King, Jr. Day (January 15);
3. Good Friday (Friday before Easter);
4. Memorial Day (last Monday in May);
5. Juneteenth (June 19);
6. Independence Day (July 4);

7. Labor Day (first Monday in September);
8. Veterans' Day (November 11);
9. Thanksgiving Day (fourth Thursday in November);
10. Day after Thanksgiving;
11. Christmas Eve (December 24);
12. Christmas Day (December 25);
13. Personal Day (see below)

According to applicable restrictions, the City will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment **classification**. Holiday pay will be calculated based on the employee's current hourly **base pay** times the number of hours the employee would otherwise have worked on that day.

1. Eligible employee classification(s):
    a. **Full-time employees**
    b. **Department Heads**
2. A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.
3. If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave), the employee will be ineligible for holiday pay. Employees may, with advance arrangements, schedule vacations around holidays.
4. Excluding fire, communications, and police personnel, if an eligible employee works on a recognized holiday, they will receive holiday pay at straight-time rate plus time-and-a-half for the **hours worked** on the holiday at the discretion of the city. In other words, the employee working on a holiday shall be paid two-and-a-half (2.5) times their usual hourly rate for the **hours worked** on a holiday. NOTE: Exempt employees are not eligible for two and one-half (2½) pay and will bank their holiday for use on another day during the same calendar year. Banked holidays for exempt employees will not roll to the following year.
5. Fire, communications, and police personnel shall be paid time-and-a-half for **hours worked** on the holiday and shall also be allowed to take an additional floating holiday on another scheduled day.
6. Each eligible employee who otherwise qualifies to utilize vacation pay shall be allowed, as a holiday, one (1) day during each calendar year for a personal holiday. The use of this day shall be under the same restrictions as other "vacation" time.

Holidays do not roll to the next calendar year for non-public safety and/or civilian employees.

7. Holidays, including the one (1) personal holiday, may only be taken in full day increments.

7.6 Vacation and Holiday Buy Back Program

Purpose: This policy establishes guidelines for employees of the City of Hapeville to sell back accrued and unused holiday and vacation leave to the City, ensuring financial and operational responsibility.

Eligibility:
Eligible Employees may request to sell back accrued and unused holiday and vacation leave, subject to the following conditions:

1. The leave buy-back request cannot result in the employee's vacation leave balance going negative.
2. If an employee sells their entire vacation bank, they will be ineligible for leave donations for the following 12 months.
3. Only non-exempt public safety (Police, Fire, Communications) employees are eligible for Holiday buy-back and will be reviewed on a case-by-case basis.
4. The employee must have enough time accrued to cover all remaining holidays in the calendar year before requesting to sell back any hours.

Request and Approval Process:

1. Employee submits a completed Buy-Back Request Form, signed by his/her **Department Head**, to Human Resources for processing.
2. Employees may utilize the buy-back policy in May and October of each year and/or with a confirmed hardship. Hardship requests will be reviewed by Human Resources and the City Manager prior to final approval.
3. The City's Holiday and Vacation Buy Back Policy is dependent upon funding approval in the City's annual budget and may be discontinued at any time.

Payment Calculation:

Holiday and Vacation leave buy-back payments will be calculated at the employee's regular hourly rate at the time of the request. All money paid due to a buy-back request will be calculated as income on the employee's W-2.

Compliance with Applicable Laws
This policy is in accordance with applicable federal and state labor laws, including the Fair Labor Standards Act (FLSA) and Georgia state employment regulations. The policy is subject to periodic review and modification to ensure compliance with any changes in employment laws.

Effective Date:
This policy is effective as of Tuesday, May 6, 2025, and remains in effect until modified or rescinded by the governing authority of the City of Hapeville.

7.7 Bereavement Leave

If an employee wishes to take time off due to the death of an **immediate family** member, the employee should notify his or her supervisor immediately. The supervisor must then immediately notify the Human Resources Department of the bereavement and the desire of the employee to utilize bereavement leave.

Up to twenty-four (24) work hours of paid bereavement leave for each qualifying death will be provided to **full-time employees** and **Department Heads**.

Bereavement pay is calculated based on the **base pay** rate at the time of absence and will not include any special forms of **compensation**, such as incentives, commissions, bonuses, or shift differentials.

Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with the **supervisor's** approval, use any other available paid leave, except sick leave, for additional time off as necessary.

Special consideration will also be given to any other person whose association with the employee was similar to any of the defined relationships. (See Definitions)

7.8 Military Leave

Employees shall be granted military leave in accordance with applicable state and federal law.

7.8.1 Eligibility

Regular employees who are absent from work because of **ordered military duty** in the service of the State of Georgia or the United States, including required training and attendance at service schools, are eligible for military leave under this policy.
Temporary and **Seasonal Employees** and **independent contractors** are not eligible for paid military leave except as otherwise required by law.

7.8.2 Paid Military Leave

Eligible employees shall be granted paid military leave for periods of ordered military duty, including reasonable travel time to and from such duty, for up to **eighteen (18) days** during each federal fiscal year, beginning October 1 and ending September 30.

Unused paid military leave does not carry forward from one federal fiscal year to the next.

If the Governor declares an emergency and orders an employee to military duty as a member of the National Guard, the employee shall be granted paid military leave for

such emergency duty for a period not exceeding thirty **(30) days** during the same federal fiscal year.

7.8.3 Ordered Military Duty

For purposes of this policy, **ordered military duty** means military duty performed pursuant to competent state or federal orders, including duty as a member of the National Guard, reserve forces, reserve components of the armed forces, and attendance at military service schools.

7.8.4 Notice and Documentation

An employee requesting military leave shall notify his or her supervisor as soon as practicable after learning of the need for leave and shall provide a copy of military orders, training notice, annual training schedule, or other appropriate military documentation as soon as reasonably possible.

Employees must submit a copy of their military orders or other appropriate military documentation to Human Resources as soon as reasonably possible so that military leave eligibility and payroll coding can be properly processed.

Failure to provide advance notice may be excused when military necessity prevents notice or when notice is otherwise impossible or unreasonable.

7.8.5 Leave Status After Paid Military Leave Is Exhausted

When an employee's military duty extends beyond available paid military leave, the additional absence shall be treated as military leave without pay unless the employee elects to use accrued vacation, holiday, or sick leave in accordance with City policy.

The City shall not require an employee to use accrued paid leave for military service.

7.8.6 Benefits and Service Credit

Military leave, whether paid or unpaid, shall not be treated as a break in service for purposes of **seniority**, longevity, or other rights and benefits to the extent required by law.

Health insurance and other benefit coverage during military leave shall be administered in accordance with applicable law and the terms of the City's benefit plans.

7.8.7 Reemployment Rights

An employee returning from military service shall be reinstated and reemployed in accordance with applicable law, provided the employee meets the legal requirements for **reemployment**, including timely return to work or **application** for **reemployment** and separation from service under qualifying conditions.

7.8.8 Non-Discrimination

The City prohibits discrimination, retaliation, or adverse employment action against any employee because of military membership, application for membership, performance of

military service, obligation for service, or exercise of rights under this policy or applicable law.

7.8.9 Administration

The Human Resources Department shall administer this policy and may require documentation reasonably necessary to verify eligibility for military leave, benefits continuation, and **reemployment** rights. If this policy conflicts with applicable law, the law shall take precedence.

7.9 Time off to Vote

The City encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees can find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, the city will grant up to two (2) hours of paid time off to vote.

Employees who know that they will be required to remain on duty for the protection of health, life, or safety of the public during the entire time the polls are to be open should apply for an absentee ballot to avoid the need to miss work. Employees who can't make other arrangements should request time off to vote from their **supervisor** at least two (2) working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

7.10 Jury Duty

The City encourages employees to fulfill their civic responsibilities by serving jury duty when required. All regular **full-time employees** called for Jury Duty will be granted a leave of absence with pay for the period of the jury service.

To be eligible for jury duty pay, employees must submit the jury duty summons to their **supervisor** as soon as possible so that the **supervisor** can accommodate their absence. Employees are expected to report to work whenever the court schedule permits.

The City will continue to provide health insurance benefits for the full term of the jury duty absence. Vacation, sick leave, and holiday benefits will continue to accrue during jury duty leave.

7.11 Wellness Hours

The City supports employee health and wellness by allowing eligible employees to use up to two paid hours per week for approved exercise or wellness-related physical activity. Approved activities may include walking, running, gym workouts, fitness classes, stretching, yoga, cycling, swimming, or similar activities. Wellness time must be

requested and approved in advance by the employee's supervisor and is subject to staffing needs, workload, department operations, and the continued delivery of services to the public. Wellness time does not carry over from week to week, has no cash value, and will not be paid out upon separation from employment.

Supervisors are responsible for approving, scheduling, and monitoring the use of wellness time within their departments. Employees are responsible for using the time appropriately and documenting their participation through an approved tracking method, such as a wellness activity log, timekeeping code, calendar entry, sign-in/sign-out sheet, or weekly employee attestation. Human Resources will serve in a support and compliance role by providing guidance and conducting periodic spot checks or audits of wellness time records. Misuse of wellness time, falsification of documentation, or failure to follow approval and tracking procedures may result in loss of eligibility for the benefit and/or corrective action up to and including termination.

7.12 Witness Duty

The City encourages employees to appear in court for witness duty when subpoenaed to do so.

If employees have been subpoenaed as witnesses by or on the behalf of the City or by any party in a criminal proceeding, they will receive regular paid time off for the entire period of witness duty.

Otherwise, employees will be granted a maximum of sixteen (16) hours of paid time off per calendar year to appear in court as a witness. Any **compensation** received from the court or other party during this period must be remitted to the city. If under subpoena, employees will be paid at their base rate and are free to use any remaining paid leave benefits (e.g., vacation leave) to receive **compensation** for any period of witness duty absence that would otherwise be unpaid.

The subpoena should be shown to the employee's **supervisor** immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence.

The employee is expected to report for work whenever the court schedule permits. This section shall not apply to certified employees of the police department who shall follow the rules of the police department.

7.13 Tuition Reimbursement

The City may reimburse eligible employees for tuition and approved education-related expenses for job-related courses or programs, subject to available budgeted funds and the requirements of this policy.

7.13.1 Eligibility

To be eligible, an employee must:

Be a regular **full-time employee** (or other status approved by the City, if applicable).
Be in active employment status for the entire duration of the approved course/program.
Receive written pre-approval BEFORE registration/enrollment, as described in Section 7.13.4.

7.13.2 Approved Coursework / Training

To qualify, the education/training must provide a direct benefit to the City and be one of the following:

1. A required course in a curriculum leading to a degree directly applicable to City services and the employee's career path.
2. Coursework that improves the employee's **knowledge** or **skills** needed for the employee's current job.
3. Training assigned by management to improve City operations.

Conferences, schools, or short courses of instruction designed to advance specific technical or professional **skills** are subject to approval by the Department Head.

7.13.3 Covered and Non-Covered Expenses

Reimbursable expenses are limited to those approved in advance on the Educational Agreement and may include:

1. Tuition.
2. Required fees (e.g., registration and required lab fees).
3. Required books/materials (if approved).
4. Professional/industry certification exam fees (if approved).

The City will not reimburse (examples): room and board, transportation, meals, parking, late fees, optional supplies, or non-required activity fees.

7.13.4 Pre-Approval and Funding Limits

Reimbursement is not guaranteed. Requests must be submitted before enrollment and must be approved in writing by the Department Head, Human Resources, and City Manager. Approval is contingent on the availability of budgeted funds and may be reduced or suspended if funds are not available.

Funding limits (if adopted by the City): reimbursement may be capped per employee per calendar or fiscal year (e.g., an annual cap not to exceed $10,000.)

7.13.5 Satisfactory Completion and Documentation

Reimbursement is contingent on satisfactory completion as defined in the Educational Agreement (e.g., undergraduate C or better, graduate B or better, pass for pass/fail, or credential awarded).

Within sixty (60) days after completion, the employee must submit all required documentation to Human Resources, including itemized receipts/proof of payment and a transcript, grade report, certificate, or credential verification.

7.13.6 Other Financial Assistance

Employees must disclose scholarships, grants, veterans' benefits, or other assistance. The City will reimburse only the employee's out-of-pocket eligible costs after other assistance is applied.

7.13.7 Repayment Obligation if Employment Ends

If an employee's employment ends within twenty-four (24) months after the City issues reimbursement, the employee must repay the City according to the schedule below, unless prohibited by law or waived in writing by the City:

Time from reimbursement payment date	Repayment owed
Within 0–6 months	100% tuition repaid to city
More than 6 months and less than 12	75% tuition repaid to city
More than 12 months up to 24 months	50% tuition repaid to city

The employee authorizes the City, to the extent allowed by law and payroll rules, to recover amounts owed through final-pay deduction where permitted, direct payment, and/or other lawful collection methods.

7.13.8 Work Time / No Employment Guarantee

Unless approved in writing by the Department Head, education/training is completed on the employee's personal time. Participation does not guarantee **promotion**, **reclassification**, or continued employment.

7.13.9 Required Agreement and Recordkeeping

Employees must complete an Educational Agreement for each request. The Agreement and supporting documentation will be retained in the employee's **personnel file**.

7.14 Education Pay Incentive

Current employees who earn a qualifying degree and/or certification after their hire date may be eligible for pay incentive increases.

Associate's Degree	2.5%
Bachelor's Degree	5%
Master's Degree	7.5%

Qualifying Certifications	1% each

CHAPTER 8: RECORD KEEPING

Purpose: The policies in this section are to establish guidelines for the collection, storage, and maintenance of employee records, as well as public access to such records.

8.1 Nondisclosure

While most of the information in city hall may be public records, it is imperative that employees follow proper procedures for the release of such information. The protection of city records and information is vital to the interests of the City. Such information includes, but is not limited to, the following examples:

1. Personally identifying information (PII), personal cell phone numbers, personal email addresses of all employees, and home addresses of Judges and Police Officers
2. Personal medical information about employees
3. Customer lists
4. Financial information for citizens and employees
5. Labor relations strategies
6. Pending projects and proposals
7. Real estate transactions until such time as the transaction is closed or abandoned
8. Hiring of **Department Heads** until finalists for the position are announced

All employees who have access to information listed above are required to sign a confidentiality agreement as a condition of employment to ensure they understand the need to keep information confidential. Any employee who discloses information, without proper authorization or following established city procedures, will be subject to disciplinary action, up to and including **termination** of employment and possible legal action, even if he or she does not actually benefit from the disclosed information or if the information may be legally available through proper channels.

8.2 Access to personnel files

The City maintains a file on each employee that contains biographical, performance, and payroll information on that particular employee. The **personnel file** includes such information as the employee's job **application**, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of the City, and access to the information they contain is restricted. Generally, only **supervisors** and management personnel of the

City who have a legitimate reason to review information in a file are allowed to do so. However, such records must be disclosed to interested parties under Georgia Law upon proper request.

Employees who wish to review their own files should contact the Human Resources Department. With reasonable advance notice, employees may review their own **personnel files** in the City's offices and in the presence of an individual appointed by the city to maintain the files. You will have no right to remove any item from your file.

8.3 Personnel data changes

It is the responsibility of each employee to promptly notify the City of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should always be accurate and current. All official notices given by the City shall be sent to this address, and failure to keep the city advised of current address may result in notices being sent to the wrong address.

CHAPTER 9: TERMINATIONS NOT RELATED TO DISCIPLINE

Purpose: The purpose of the policies in this section is to provide direction regarding the various types of separations that can occur from employment with the City.

9.1 Employment termination

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for **termination** are routine. Below are examples of some of the most common circumstances under which employment is terminated:

1. ***Discharge****:* Employment **termination** initiated by the city through the disciplinary process in Chapter 6.
2. ***Layoff****:* Involuntary employment **termination** initiated by the city for non-disciplinary reasons.
3. ***Medical termination****:* Employment **termination** initiated by the employee or by the city when an employee is unable, for health reasons, to continue to work.
4. ***Resignation****:* Employee **termination** initiated by an employee who chooses to leave the city voluntarily.
5. ***Retirement****:* Voluntary **retirement** from active employment status initiated by the employee.

The City may schedule pre-**termination** interviews preceding or on the same day as employment **termination**. The interview will afford an opportunity for the employee and **department head** or other **supervisor** to discuss such issues as: reason for **termination**, if any; employee defenses or reasons for employee conduct; employee factors in mitigation; employee benefits; benefit conversion privileges; repayment of outstanding debts to the City; and/or return of city-owned property as may be relevant. Suggestions, complaints, and questions can also be voiced.

9.2 Resignation

The City requests at least two (2) weeks' written **resignation** from all employees, with the exception of Department Heads, Supervisors, and exempt employees, from whom the City requests at least four (4) weeks written notice of their **resignation**. Failure to give notice in a timely manner may affect your **reemployment** status.

Prior to an employee's departure, an exit interview may be scheduled to discuss the reasons for **resignation** and the effect of the **resignation** on benefits.

Any employee who without valid reason fails to report to work for three (3) consecutive workdays without authorized leave shall be separated from the payroll and reported as a voluntary **resignation**.

9.3 Exit interview

All employees being separated from the city service shall be given an opportunity to have an exit interview with an agent of the Human Resources Department, a report of which shall be made to the City Manager.

9.4 Disability and retirement

When an employee meets the disability requirement set forth in the Georgia Municipal Employees Benefits System (GMEBS) for disability retirement, he/she may retire and shall receive **compensation** due in accordance therewith.

CHAPTER 10: FAMILY AND MEDICAL LEAVE, LEAVES OF ABSENCE & LEAVE DONATION

Purpose: The policies in this chapter are to set City of Hapeville's statement of policy and procedures for handling employee leaves of absence with and/or without pay, as well as leave donations.

10.1 Family and Medical Leave Act

Pursuant to the federal Family and Medical Leave Act, (FMLA), 29 U.S.C. §2601, et seq., employees may be eligible for a family and/or medical leave of absence for up to twelve (12) weeks of unpaid leave in any twelve-month period for one or more of the following:

1. the birth, adoption, or placement of a child;
2. the serious medical condition of a parent, **spouse**, or child; or
3. the employee's own serious medical condition that prevents them from performing the functions of their job.

For purposes of this Section, a "12-month period" means a rolling twelve (12) months measured backward from the date the employee uses any FMLA leave. If the provisions in this Handbook conflict or come into conflict with the FMLA as it presently exists or is amended from time to time, the provisions contained in the FMLA shall control.

10.1.1 Eligibility

To be eligible for leave, an employee must have been working for the City of Hapeville for at least twelve months and must have worked at least 1,250 hours during the twelve-month period prior to the request for leave. Eligible employees under FMLA shall be entitled to leave upon the conditions and limitations of FMLA.

10.1.2 Concurrent Utilization of Sick, Vacation, Or Holiday Paid Time Off

An employee requesting leave pursuant to the FMLA is required to utilize all accrued Sick, Vacation, or Holiday leave available concurrently with the 12-week leave period of FMLA. If the available paid leave for the employee is less than twelve working weeks, the additional weeks of leave necessary to obtain the twelve work weeks of leave available under the FMLA shall be provided without **compensation**. (In any event, any combination of sick, holiday, or vacation leave and/or unpaid family and medical leave shall not exceed twelve (12) weeks for an employee's FMLA leave period). Use of Sick, Vacation, or Holiday leave, or any combination thereof, must be used concurrently with FMLA leave. FMLA requests will be retroactively dated to the beginning of the current leave, or any combination thereof in the event that the paid leave is commenced prior to the request for FMLA leave only with the agreement of the employee. Regardless of paid or unpaid FMLA leave, the employee will receive holiday **compensation** for the

holidays recognized by the City set forth in this Handbook. FMLA itself is unpaid; accrued paid leave, if available, runs concurrently with approved leave under FMLA.

10.1.3 Concurrent Workers' Compensation and FMLA Leave

An employee qualifying for Worker's **Compensation** Leave must run any requested FMLA leave concurrently with that of all concurrent and/or intermittent Worker's **Compensation** Leave.

10.1.4 Intermittent Leave or Reduced Schedule Leave

The taking of any leave intermittently or on a reduced schedule basis shall reduce the total amount of FMLA leave that has been approved for the eligible employee according to the actual hours of leave taken. For example, if an eligible employee takes ten (10) hours of leave intermittently over twenty (20) **business days**, the employee's bank of available FMLA leave will be reduced only by ten (10) hours and not by twenty (20) days.

If an eligible employee requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment, the Director of Human Resources may require the employee to **transfer** temporarily to an available **equivalent position** for which the employee is qualified that better accommodates recurring periods of absence.

10.1.5 Spouses Employed by the City

When spouses are both employed by the City and are both eligible for FMLA leave, they may be limited to a combined total of twelve (12) workweeks of FMLA leave during the applicable 12-month period when leave is taken for the birth of a child, placement of a child for adoption or foster care, or to care for a parent with a serious health condition. This combined limit does not apply when leave is taken for an employee's own serious health condition, to care for the employee's spouse or child with a serious health condition, or for a qualifying exigency. Spouses employed by the City may also be limited to a combined total of twenty-six (26) workweeks in a single 12-month period for military caregiver leave, as permitted by the FMLA.

10.1.6 Foreseeable Leave

In any case in which the necessity for leave under the FMLA is foreseeable, based on the expected birth or placement of a child or based on planned medical treatment or supervision, the employee shall provide the Director of Human Resources with written **application** for the requested leave and certification no less than thirty (30) days before the date the leave is to begin.

In a case where the necessity for leave is based on planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider and shall provide the Director of Human Resources with at least thirty (30) days' notice before the date the leave is to begin, except that if the date of the treatment

requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable.

10.1.7 Certification of Serious Health Conditions

An eligible employee, who requests leave for a serious health condition of the employee or a qualifying family member, shall submit certification from an appropriate health care provider to the Director of Human Resources when requesting leave.

Certification shall be sufficient if it states:

a. the date on which the serious health condition commenced;

b. the probable duration of the treatment or condition;

c. that the employee has a serious health condition which affects a major life activity or function; and

d. the estimated amount of time the employee is unable to perform the essential functions of the employee's position.

In any case in which the Director of Human Resources has reasonable doubt as to the validity of the certification, the Director of Human Resources may require the employee to obtain the opinion of a second health care provider at the expense of City. In any case in which the second opinion differs from the original certification, the Director of Human Resources may require the employee to obtain the opinion of a third health care provider designated or approved jointly by the Director of Human Resources and the employee at the expense of the City. The opinion of the third health care provider shall be final and shall be binding on the City and the employee.

10.1.8 Accruals and Benefits during FMLA Leave

An employee on unpaid FMLA leave shall not be entitled to the accrual of any **seniority** or employment benefits during the period of unpaid FMLA leave, including but not limited to, the accrual of personal leave. The employee, while on paid FMLA leave, is entitled to accrue personal leave during the periods of paid FMLA leave. For the purposes of pension or **retirement** plans, any period of FMLA leave will be treated as **continuous service** for the purposes of vesting and eligibility to participate.

FMLA time will not be counted as part of an employee's **probationary period**, for eligible employees who have extended probationary periods due to promotion or transfer, but will be added to the remaining **probationary period**, extending the ending date of the **probationary period**.

During any period of leave, City will maintain any health insurance provided by City to the employee for the duration of the leave at the level and under the same condition's coverage would have been provided if the employee had continued in employment

continuously for the duration of such leave, so long as the employee maintains payments for insurance premiums through payroll deduction or independent payment.

10.1.9 Appeal of Denials

If the Director of Human Resources denies in whole or in part a request for leave pursuant to the FMLA, an employee has the right to appeal that decision consistent with the following procedures.

Any such appeal from an employee must be filed within three (3) working days following receipt of the denial decision from the Director of Human Resources. The written notice of appeal shall include the request for the leave and all supporting documentation provided to the Director of Human Resources. The appeal shall be filed with the City Manager who has the authority to amend or reverse the decision of the Director of Human Resources. Failure of the employee to appeal within three (3) working days shall result in forfeiture of any further right of appeal of a denial.

The City Manager shall review the record of the appeal and shall, within five (5) working days, issue a final determination. The decision of the City Manager shall be final.

10.1.10 Return to Duty from FMLA Leave

As a condition for return to duty, the employee will be required to provide certification from the employee's health care provider that the employee is able to resume work. Upon expiration of the period of leave pursuant to the FMLA, the employee shall be returned to his/her former position or a position of equal grade and pay, provided that the employee has complied with the terms of the leave and reported for return of duty at the appropriate time. While the employee shall be restored to a position of employment without loss of employment benefits accrued prior to the date on which the leave commenced, the employee shall have no greater rights than those in effect prior to the commencement of the leave.

An exception to the employment restoration provisions of the policy may be made if the employee on leave is a salaried employee and is among the highest paid ten percent (10%) of the City's employees and restoring employment of the employee would result in substantial and grievous economic **injury** to the City. A doctor's release will be required if the employee is returning from a medical leave of three or more days.

10.1.11 Military Family Leave Entitlements to FMLA Leave

Eligible employees with a **spouse**, son, daughter, or **parent** on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events,

arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious **injury** or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary **disability** retired list.

10.1.12 Procedures

Employees must follow specific procedures to request a family or medical leave. These procedures are as follows:

1. Complete the request for Family Medical Leave of Absence on the approved form available from the Director of Human Resources.
2. The form must be signed by the employee and submitted to their **Supervisor**. The **Supervisor** will then submit the approved form to the **Department Head**. If possible, the form should be submitted by the employee thirty (30) days in advance of the effective date of the leave.
3. Employees requesting family and medical leaves of absence due to illness must complete a leave certification requirement form, available from the Director of Human Resources.
4. The employee must submit a completed request for Family Medical Leave of absence form along with a leave policy form.
5. To request leave for the care of a child, parent, or **spouse** with a serious health condition, the employee must provide certification from the health care provider who is treating the child, parent, or **spouse**, including the date on which the condition commenced; the probable duration of the condition; the appropriate medical facts regarding the condition; an estimate of the time needed to care for the individual involved (including any recurring medical treatment); and a statement that the condition warrants the health care provider's involvement.
6. To request leave due to an employee's serious health condition, the employee must provide certification from a licensed health care provider who is treating their own serious health condition as set forth herein.
7. To request intermittent or a reduced leave schedule, the employee must provide the following additional information from the health care provider: 1) for leave for the employee, the employee must provide a statement of medical necessity for their

intermittent or reduced leave, the expected duration of the schedule, a listing of the dates of their planned medical treatment and the duration of the treatment(s), 2) For leave to care for a son, daughter, **spouse** or parent, the employee must provide a statement attesting to the necessity of intermittent or reduced leave for the employee to provide care or to assist in the person's recovery, and an estimate of the expected duration and schedule of their intermittent or reduced leave.

10.2 Personal Leave

The City may provide leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill personal obligations. Employees in the following employment classifications are eligible to request personal leave as described in this policy:

1. Regular **full-time employees**
2. **Department Heads**

As soon as eligible employees become aware of the need for a personal leave of absence, they should request a leave from their **supervisor**.

Personal leave may be granted for a period of up to one hundred eighty (180) calendar days every one (1) year. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than one hundred eighty (180) calendar days. With the **supervisor's** approval, an employee may take any available sick leave or vacation leave as part of the approved period of leave.

Requests for personal leave will be evaluated based upon many factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by the city until the end of the month in which the approved personal leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from personal leave, benefits will again be provided by the city according to the applicable plans.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, the city cannot guarantee **reinstatement** in all cases.

If an employee fails to report to work promptly at the expiration of the approved leave period, the city will assume the employee has resigned.

10.3 Educational Leave

The City may provide educational leaves of absence without pay to eligible employees who wish to take time off from work duties to pursue course work that is applicable to their job duties with the City. Only regular **full-time employees** and Department Heads shall be eligible for this leave.

Eligible employees may request educational leave for a period of up to one hundred eighty (180) calendar days each calendar year. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than one hundred eighty (180) calendar days.

Requests will be evaluated based on many factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by the City until the end of the month, in which the approved educational leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue.

When the employee returns from educational leave, benefits will again be provided by the City according to the applicable plans.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

When an educational leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, the City cannot guarantee **reinstatement** in all cases.

If an employee fails to report to work at the end of the approved leave period, the city will assume that the employee has resigned.

10.4 Military Leave

See Chapter 7.8.

10.5 Administrative Leave

A Department Head, City Manager, or their respective **designee**, with notification to the Human Resources Department, may place an employee on Administrative Leave when an employee is being investigated by City for possible misconduct or by a law enforcement agency for possible violation of a criminal law or in any instance where it is considered to be in the interest of City and/or the employee. In addition, written notification must be provided by the official who placed the employee on Administrative Leave to the Finance Department with instructions that the leave shall be with pay.

Administrative Leave shall be with pay for the initial 14 calendar days of the Administrative Leave period. Every effort shall be made to complete the investigation within the initial period.

At the expiration of the initial 14-day period, if the investigation has not been completed, the employee may be placed on Administrative Leave without pay for an additional 21 calendar days upon written notification to the Human Resources Department by the official who placed the employee on Administrative Leave.

At the conclusion of the 21-day unpaid Administrative Leave period, if the investigation has not been concluded, an extension may be considered, or the employee may be terminated.

The purposes of Administrative Leave are to provide an investigatory opportunity or to relieve the employee of his/her duties when it is deemed in the best interest of the City and the employee. Designation of the leave as "administrative leave" is to prevent any possible stigma against an employee during a period of Administrative Leave. Notice of the conclusion of the Administrative Leave period shall be provided in writing to the employee by the applicable **Department Head** with copies of the written notice provided to the Director of Human Resources.

The decision to place an employee on Administrative Leave is entirely discretionary. Certain acts of misconduct or criminal arrests may be more suitable for immediate **termination** as determined by the **Department Head**, the Director of Human Resources, or the City Manager.

10.6 Leave due to Closure of City Offices

In the event of hazardous weather, or other occurrence resulting in the closure of the City offices, all employees who are scheduled to work during the period for which the City is officially closed will be paid. **Full-time employees** shall be paid closure pay according to **hours worked** in their regularly scheduled shifts. Part- time employees shall be paid for four (4) hours of pay. Temporary and **seasonal employees** shall not be paid.

If questionable weather exists, but the City is open for business, employees should make their own independent safety determinations concerning travelling to work. If the employee elects not to attend work due to safety concerns when the City is open for business, the employee's absence will be charged against any accrued vacation leave. If no such accrued leave exists, the employee will not be compensated. Public Safety employees are expected to monitor weather conditions and report to work as scheduled.

If a non-exempt employee who is not a public safety employee is called into work when the City is officially closed, it is considered a call-out for emergency reasons and the employee shall be compensated at two and one-half of their regular rate for **hours**

worked. Exempt employees are ineligible for the two and one-half rate but will be given flexibility within their schedule.

10.7 Attendance and Punctuality

To maintain a safe and productive work environment, the City expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the City. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including **termination** of employment.

10.8 Leave Donations

A regular **full-time employee** who has an accrued vacation balance greater than forty (40) hours may donate up to fifty percent (50%) of their vacation account to another regular **full-time employee** who has exhausted all paid leave time and/or has a serious health condition. Employees may also donate accrued and unused sick leave as sick leave for the same purpose.

An employee is only eligible to receive donated time once in a twelve-month period, or as approved by Human Resources. All donated leave must be approved in advance of the usage and may not be authorized for absences resulting from a worker's **compensation injury**, when the receiving employee has a record of absences without leave or when an employee has excessive absences.

Donated time may only be granted on an hour for hour basis.

Leave donations cannot be given to another employee who is in a higher supervisory position but can be given to an employee in a lower supervisory position.

Unused donated leave balances at the end of a calendar year will be given back to the donating employee.

CHAPTER 11: STANDARDS OF CONDUCT

Purpose: The policies in this chapter are to ensure orderly operations and provide the best possible work environment, including but not limited to providing for the safety and security of all employees in the **workplace**.

11.1 Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, the City expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the **workplace**. The use of common sense and good judgment is particularly important.

The following, while not an exhaustive list, are examples of infractions of rules of conduct that may result in disciplinary action, up to and including **termination** of employment:

1. Theft or inappropriate removal or possession of property of the City or of others
2. Falsification of records
3. Working under the influence of alcohol or illegal drugs
4. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the **workplace**, while on duty, or while operating City-owned vehicles or equipment
5. Fighting or threatening violence in the **workplace**, boisterous or disruptive activity in the **workplace**
6. Negligence or improper conduct leading to damage of city-owned or other property
7. Insubordination or other disrespectful conduct
8. Violation of safety or health rules
9. Smoking or vaping in City buildings and in prohibited areas
10. Sexual or other unlawful harassment
11. Possession of dangerous or unauthorized materials, such as explosives or firearms, inside city buildings
12. Abuse of sick leave – the use of sick leave for a purpose not permitted by policy, falsification or omission of material facts relating to the absence, failure to follow required notice or certification rules, or a documented pattern of unscheduled sick leave use that reasonably indicates misuse of sick leave rather than legitimate illness.
13. Excessive absenteeism or a pattern of absences that negatively impacts staffing, operations, or service to the public, regardless of available leave balance
14. Unauthorized absence from workstation during the workday

15. Unauthorized use of telephones, mail system, or other employer-owned equipment
16. Unauthorized disclosure of confidential information
17. Violation of standards set by personnel policies
18. Unsatisfactory performance or conduct
19. Sleeping or appearing to be sleeping on the job

11.2 Workplace Violence:

11.2.1 Statement of Policy:

The City is concerned about the well-being and personal safety of its employees and anyone doing business with the City. The City consequently strictly prohibits **workplace** violence. Acts of violence and/or threats of violence, whether expressed or implied toward individuals in the City **workplace**, are prohibited and will not be tolerated. All reports of incidents will be taken seriously and will be addressed appropriately. This policy defines prohibited conduct, as well as general procedures and potential responsive steps in the unfortunate event that **workplace** violence occurs despite these preventive measures. In addition, unauthorized, non-city issued firearms, weapons, ammunition, or explosives inside city buildings are strictly prohibited. Such items may be on city property so long as they are secured in the trunk or cargo area of the vehicle inside a locked and secured case or other transporting device.

Scope: This prohibition against threats and acts of violence (including domestic violence) applies to all persons involved in the operation of the City, including but not limited to, the City personnel, contract and temporary workers, and anyone else on city property.

11.2.2 Definition of Workplace Violence

Workplace violence is any conduct that is severe, offensive or intimidating enough to make an individual reasonably fear for his/her personal safety or the safety of family, friends or property. Examples of **workplace** violence include, but are not limited to, threats or acts of violence or behavior that causes a reasonable fear or intimidation response that occurs on city premises, no matter what the relationship is between the City and the perpetrator or victim of the behavior or off city premises, where the perpetrator is someone who is acting as an employee or representative of the city at the time, where the victim is an employee who is exposed to the conduct because of work for the City, or where there is a reasonable basis for believing that violence may occur against the targeted employee or others in the **workplace**.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to the following:

1. Threatening physical or aggressive contact directed toward another individual or engaging in behavior that causes a reasonable fear of such contact.

2. Threatening an individual or his/her family, friends, associates or property with physical harm or behavior that causes a reasonable fear of such harm.
3. Intentional destruction or threat of destruction of the City's or another's property.
4. Harassing or threatening physical, verbal, written or electronic communications, including verbal statements, social media posts, phone calls, text messages, emails, letter, faxes, website materials, diagrams or drawings, gestures and any other form of communication that causes a reasonable fear or intimidation response in others.
5. Stalking. Stalking is defined as a pattern of conduct over a period of time, however short, which evidences a continuity of purpose and includes physical presence, telephone calls, emails and any other type of correspondence sent by any means.
6. Veiled threats of physical harm or like intimidation or statements, in any form, that lead to a reasonable fear of harm or an intimidation response.
7. Communicating an endorsement of the inappropriate use of firearms or weapons of any kind.
8. Unauthorized possession inside city owned or leased buildings of weapons of any type, whether licensed or not, and particularly firearms. The only exception is local, state, and federal law enforcement officers, police or arson investigators acting in the line of duty. Weapons, include, but are not limited to:
    a. Any weapon which, per applicable law, is legal or illegal to possess;
    b. Any firearm, loaded or unloaded, assembled or disassembled, including pellet, "BB", and stun guns;
    c. Knives (and other similar instruments) other than those present in the **workplace** for approved work purposes or for the specific purpose of food preparation and service;
    d. Any switchblade knife, or other bladed weapon that allows the blade to be extended or opened by operation of a spring or other mechanical device;
    e. Brass knuckles, metal knuckles, and similar weapons
    f. Bows, crossbows and arrows;
    g. Explosives and explosive devices, devices, including fireworks ammunition and/or incendiary,
    h. Throwing stars, nun chucks, clubs, saps, and any other item commonly used as, or primarily intended for use as a weapon;
    i. Self-defense chemical sprays (Mace, pepper spray) in canisters or containers larger than two ounces;

j. Any object that has been modified to serve as, or has been employed as, a dangerous weapon.

9. Domestic violence is defined as a pattern of coercive tactics carried out by an abuser against an intimate partner (the victim) with the goal of establishing and maintaining power and control over the victim. Where the abusers' tactics include any of the above-described conduct on City premises, this policy applies. Where such tactics include any of the above-described behaviors off City premises, this policy applies where the abuser is someone who is acting as an employee or representative of the City at the time, where the victim is an employee who is exposed to the conduct because of work for the City, or where there is a reasonable basis for believing that violence may occur against the victim or others in the **workplace**. The term "intimate partner" includes people who are legally married to each other, people who were once married to each other, people who have had a child together, people who live together or who have lived together, and people who have or have had a dating or sexual relationship, including same sex couples.

11.3 Reporting Complaints

If you observe the possession of unauthorized non-City issued weapons on City premises, or if you are subjected to or threatened with violence by a co-worker or member of the public, or if you become aware of another individual who has been subjected to or threatened with violence, you must report this information to your supervisor or the Director of Human Resources immediately. Supervisors must report all potential violations so the Human Resources Department can handle them appropriately. Do not assume that any violation or threat is not serious. All complaints will be thoroughly investigated, and all complaints that are reported to management will be treated with as much confidentiality as possible. Employees who become angry, upset, or concerned with the actions of a co-worker, supervisor, member of the public, or the City in general, are encouraged to seek assistance from the Director of Human Resources.

A 9-1-1 call may be appropriate first, in the good judgment of the employees or managers involved. Under this policy, decisions may have to be made quickly to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. Nothing in this policy is intended to prevent quick action to stop or reduce the risk of harm to anyone, including requesting immediate assistance from law enforcement or emergency response resources.

Failure to report any threats or acts of violence in violation of this policy appropriately is itself a violation of this policy and may subject any employees involved to **discipline** up to and including **termination**.

Retaliation against anyone for reporting an actual or suspected violation of this policy in good faith will not be tolerated and will subject the individual engaging in the retaliation to **discipline** up to and including **termination**. Any complaints about retaliation should be reported in the same manner as violations of this policy are to be reported.

11.4 What to expect from the City

All incidents of violence and threats of violence that are reported will be taken seriously and investigated.

11.5 City expectations of Targeted Employees

11.5.1 Stay Away Orders

The City reserves the right to seek orders of protection (also known as restraining orders or stay away orders) against any person who violates the **Workplace** Violence Policy. Additionally, employees themselves may seek and obtain orders of protection against individuals outside of the **workplace**. Employees so protected are obligated to immediately notify the Director of Human Resources and their **supervisor** if (a) an order of protection extends to the **workplace**; or (b) they reasonably believe that their safety (or the safety of others) in the **workplace** is affected by the order of protection. Employees should provide written notification of:

1. the existence of any such order and provide a copy of the order;
2. any violations or attempted violations of the order;
3. any changes to the order that affect the **workplace**; and
4. the order being lifted.

Employees who are subject to orders of protection requiring them to stay away from or refrain from contacting other individuals who are or may be in the **workplace** (including employees, customers, vendors and others) must immediately notify the Director of Human Resources and provide a copy of the order.

Upon being notified of an order of protection, Human Resources will contact the reporting party to gather information about the individual and assess the situation. The City will make every effort to maintain confidentiality of such orders with the understanding that it will use the information only as necessary to maintain safety in the **workplace**.

11.6 Search Policy

If the City reasonably suspects that an employee either has or may have violated this policy, or that the employee possesses evidence that others pose a threat of **workplace** violence as defined by this policy, the City may request the individual to submit to a search of his or her person, personal effects, and locker. In addition, the City may

Nothing in this manual is to be construed to create a contract between the City and its employees.

conduct searches of any City property including for instance workstations and areas, including desks, lockers, credenzas, file cabinets, computers and computer-stored information, voicemail, email, business records, City vehicles and any other property or equipment owned by the City, at any time, without notice to or permission from affected employees, for purposes of enforcing the no violence policy. If an individual is asked to submit to a search, and refuses, that individual will be considered insubordinate and will be subject to **discipline** up to and including **termination**. However, their refusal to consent to a search of their personal property will not result in a report to law enforcement.

Searches will be conducted by a **supervisor** with a second witness and may or may not be conducted in the presence of the person whose property is searched. Any weapons or evidence of violations of this policy will be confiscated, and may be turned over to law enforcement, as appropriate. Any illegal activity discovered during an inspection is subject to referral to the appropriate law enforcement authorities.

11.7 Assistance Programs/Services

The City recognizes that employees may occasionally benefit from additional support in managing personal, family, financial, or work-related concerns. Through the Employee Assistance Program (EAP), eligible employees may have access to confidential services such as counseling, financial guidance, legal consultations, family and relationship support, stress management, substance-use assistance, and referrals to other helpful resources. Employees are encouraged to use these services when needed. Participation is voluntary, and confidentiality will be maintained in accordance with applicable law and program requirements. Available services may vary according to the City's current EAP provider and plan.

11.8 Abuse of Sick Leave

Sick Leave may not be taken in excess of the hours accumulated. Employees who have exhausted their Sick Leave accumulations, but who require additional leave time may be granted use of other types of leave with their supervisor's approval.

Anticipated absences should be reported to the employee's supervisor (or designated representative) by the start of the work period if not earlier. Employees with unreported absences may be denied pay for work hours missed and be subject to disciplinary action. Employees who take Sick Leave should also notify their supervisor of their ability to work their next scheduled workday.

Employees found to be intentionally and/or habitually abusing the City's sick leave policy will be subject to disciplinary action, up to and including **termination** of employment.

11.9 Drug and Alcohol Policy

It is the City's desire to provide a drug-free, healthful, and safe **workplace**. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on the premises of the City and while conducting business-related activities away from such premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or engage in the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs. In addition, no employee, while on duty for the City or while conducting business for the City, shall use, possess, ingest or otherwise consume any product containing any amount of THC, including THC-8, THC-9, or psilocybin, or any of its derivatives, whether otherwise legal or not under State or Federal law. Violations of this policy may lead to disciplinary action, up to and including **termination** of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's **ability** to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the **workplace**. An employee prescribed any medication that has as a warning the medication may cause drowsiness or impair the **ability** to operate a motor vehicle or heavy equipment shall notify their **supervisor** of the medication and its potential side effects. The **Supervisor** has the discretion to limit the work of the employee to activities that are not directly or potentially affected by the medication or its side effects.

Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their **supervisor** or the Human Resources Department to receive assistance or referrals to appropriate resources in the community.

The Mayor and Council may from time to time adopt a substance abuse and drug alcohol testing policy which you will be expected to abide by. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all the city policies, rules, and prohibitions relating to conduct in the **workplace**; and if granting the leave will not cause the city any **undue hardship**.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify the City of a criminal **conviction** for drug-related activity occurring in the **workplace**. The report must be made within five (5) days of the **conviction**.

Employees with questions on this policy or issues related to drug or alcohol use in the **workplace** should raise their concerns with their **supervisor** or the Human Resources Department without fear of reprisal.

11.10 Drug Testing

The City is committed to providing a safe, efficient, and productive work environment for all employees. In keeping with this commitment, employees and certain job **applicants** may be asked to provide body substance samples (e.g., blood, urine) to determine the illicit use of drugs. The City will attempt to protect the confidentiality of all drug test results. Drug tests may be conducted in any of the following situations:

***Fitness-for-duty**:* This test may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc., provide reasonable suspicion of the influence of drugs. A fitness-for-duty evaluation may include the testing of a body substance sample.

***Post-accident**:* Any current employee who is involved in an incident or **accident** while on duty, whether on or off the employer's premises, will be asked to provide one or more body substance samples for testing.

***Pre-employment**:* As a prequalification to assuming any position, prospective employees are required to provide a body substance sample for drug testing. This occurs in connection with the pre-employment medical examination.

***Random**:* This test may be required of employees in safety sensitive areas, including those tasked with the regular operation of City vehicles, those who carry firearms in the course of their usual employment with the City, and those whose work brings them in contact with minors.

Subject to any limitations imposed by law, a refusal to provide a body substance sample under the conditions described above will be considered a **voluntary resignation** of employment.

In cases where a positive drug test is confirmed, consideration will be given to available rehabilitation if appropriate. This consideration is not mandatory and a positive drug test may still result in the **termination** of the employee.

An employee who tests positive and who successfully completes rehabilitation will be subject to unscheduled testing following **reinstatement**.

Questions concerning this policy, or its administration, should be directed to the Human Resources.

11.11 Fitness for Duty

The City of Hapeville endeavors to provide a safe workplace for the benefit of all employees. This policy covers only those situations in which an employee is having observable difficulty performing his/her work duties in a manner that is safe for the employee and/or for his or her co-workers or is posing an imminent and serious safety threat to self or others. The purposes of this fitness for duty policy are:

1. To help assure the safety and health of individuals.
2. To evaluate an employee's **ability** to safely and competently perform her/his duties when a health or safety problem arises.

Employees are responsible for managing their health in such a way that they can safely perform their **essential job functions**, with or without **reasonable accommodation**.

Supervisors may refer employees for a fitness for duty evaluation if they follow the adopted procedures.

The determination by a **supervisor** to refer an employee for a fitness for duty evaluation must involve consultation with a Human Resource representative, or the City Manager, unless the nature of the situation dictates immediate attention. **This policy is not to be used in retaliation for an employee's illness, physical limitation, or disability as defined by the Americans with Disabilities Act, as amended. Any effort to use the policy against an employee without sufficient cause may result in discipline of the requesting employee, up to and including termination.**

The City of Hapeville will pay the cost of fitness for duty evaluations.

An employee referred for a fitness for duty evaluation will be relieved of duties pending completion of the evaluation.

When an employee is found to be unfit for duty, his/her employment status will be determined on a case-by-case basis, in accordance with the City of Hapeville policy and practice.

In all cases, the City of Hapeville must receive a "return to work/fitness for duty form" from the clinic evaluator before an employee may return to work.

Non-compliance with a request for a fitness for duty evaluation may constitute insubordination and result in disciplinary action if warranted.

11.12 Personal Appearance

Employees are expected to report to work dressed in a neat, clean, moderate, and professional manner appropriate for their position, work location, safety requirements, and level of public contact. Clothing, accessories, visible messaging, and overall

appearance should be non-controversial and should not contain language, images, symbols, or statements that are offensive, disruptive, political in nature, discriminatory, sexually suggestive, or inconsistent with a professional public service environment. Employees should use good judgment in maintaining an appearance that reflects positively on the City and supports a respectful workplace.

Employees assigned to positions requiring uniforms shall wear the approved uniform during working hours unless otherwise authorized by the Department Head or supervisor. Uniforms must be maintained in a clean, presentable condition and worn in accordance with departmental requirements, including any required safety equipment, identification badges, footwear, or protective gear. Uniform employees may not alter the uniform, add unauthorized items, or wear clothing or accessories that interfere with safety, identification, or the professional image of the department.

Employees who are not assigned uniforms shall wear attire appropriate for their job duties and work environment. Acceptable attire may vary by department depending on the nature of the work, but clothing should be clean, modest, and suitable for conducting City business. Employees who attend meetings, interact with the public, represent the City at events, or appear before elected officials may be required to dress in business or business-casual attire as directed by their supervisor or Department Head.

Department Heads and supervisors are responsible for applying this policy consistently and may determine whether an employee's dress or appearance is appropriate based on the employee's job duties, safety considerations, public interaction, and departmental standards. Human Resources may provide guidance to ensure consistent and fair application of this policy. Employees who report to work in attire that does not meet this policy may be directed to correct the issue, which may include changing clothing, removing inappropriate items, or being sent home to change without pay or mileage.

11.13 Professional Conduct

1. Courtesy: Employees shall be courteous to the public and fellow employees. An employee's conduct should always be civil, orderly, and courteous. Employees shall be diplomatic and tactful, controlling their temper and exercise patience and discretion in all situations. Employees should refrain from using coarse, violent, profane or insolent language.
2. Unprofessional Conduct: Inappropriate conduct in the **workplace** includes but is not limited to:
    a. uncooperative attitude, including, but not limited to, disrespect to a supervisor, co-worker, or the public;

b. **conflict of interest** as defined by the City's ethics ordinance, Chapter 11 of this Policy, or state law;

c. reporting to work/or working under the influence of drugs and alcohol;

d. use of abusive or obscene language;

e. violation of telephone/computer usage/or political activity policy;

f. theft, abuse or misuse of City property or vehicles, violations of traffic laws while driving a City vehicle, failure to report damage or destruction of City property to a supervisor, loaning property or equipment of the City without permission or proper authority;

g. gambling;

h. falsifying records/making false claims;

i. fighting;

j. sabotage;

k. deliberate damage to City property;

l. acceptance of a bribe;

m. mishandling cash or other City property;

n. discriminatory attitude or prejudice concerning another person to include gossip;

o. **conviction** of a felony or a crime of moral turpitude, and/or arrests that bring discredit to the City or otherwise threaten to interfere with the City operations;

p. acts during duty hours which are incompatible with public service;

q. falsification or destruction of official records or documents, or use of official position for personal benefit, profit, or advantage;

r. when duly and properly called as a witness before any City board, appeals board, state or federal judicial or administrative tribunal, and when before such tribunal, failing to answer truthfully any question concerning performance of official duties with the City;

s. failure to report an occupational **injury** or **accident** during the shift on which it occurred;

t. absence due to incarceration;

u. use of any form of physical abuse of the public, supervisors, or other employees, or making threats to the public supervisors, or other employees;

v. violating any lawful official regulation or order or failing to obey any proper directive made and given by a superior;

w. guilty of disgraceful conduct, which shall include but is not limited to consorting with or social interactions with known criminals (whether on duty or off duty), soliciting or seeking sexual relations with any person while on duty, offering to exchange any city service or leniency in any criminal charge or accusation for money or other favors, and similar conduct;

x. careless or negligent with the monies or other property of the City;

y. failure to pay or make reasonable provisions for future payment of debt to such an extent that such failure is detrimental to the work relationship;

z. use or threatening of use, or attempt at use of personal or political influence to secure employment benefits, including but not limited to, **promotion**, leave of absence, **transfer**, change of pay rate, or character of work;

aa. violating the established procedures during an examination process or obtaining information, through unauthorized or illegal means, which provides an unfair advantage on an examination;

bb. failure to acquire a valid license, registration, or certification when such license, registration, or certification is required and specified in the specification for the class to which the position occupied by the employee is classified;

cc. Wasted time, inefficiency, and/or loitering during working hours; and/or

dd. Abuse of leave policies.

3. Violation of these conduct expectations may subject the offender to **discipline**. Multiple violations may result in **termination**.

11.14 Solicitation including for charitable causes on City Premises

To ensure a productive and harmonious work environment, persons not employed by the City may not solicit or distribute literature or merchandise in the **workplace** at any time for any purpose.

The City recognizes that employees may have interests in events and organizations outside the **workplace**. However, employees may not solicit or distribute literature or merchandise concerning these activities during working time without the permission of the **department head** of the employee. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.) The **department head** should only authorize solicitation for charitable or nonprofit causes.

In addition, the posting of written solicitations on city bulletin boards is prohibited. Bulletin boards are reserved for official organization communications.

11.15 Return of City Issued or Provided Property (including property for which the City has reimbursed the employee)

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. Employees must return all the city property immediately upon request or upon **termination** of employment. Where permitted by applicable laws, the City may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. The City may also take all action deemed appropriate to recover or protect its property.

11.16 On Call Policy

1. Employees who are called into work on a day off or outside of normal work schedule or after regular working hours shall be paid for 3 hours for their first call, regardless if the time to respond is less than 3 hours.
2. Any employee who is **on call**, that is subject to being called to respond to an emergency in their area of employment, shall receive $225 for each week that they serve **on call** in Public Works and 8 hours of straight time in Police.
3. Employees receive their regular rate of pay for **on-call** responses, unless they have met the **overtime** threshold.

11.17 Narcan (naloxone) Administration Protocol

1. This Section establishes guidelines and procedures regarding the utilization and pre-hospital administration of nasal Naloxone by City of Hapeville staff and employees in order to reduce the number of fatalities which occur as a result of opioid overdoses.
2. The City of Hapeville will train and equip key staff to prepare for opioid overdose emergencies. It is the policy of City of Hapeville for trained staff to administer, in accordance with state law and the Medical Control **Physician**'s guidelines and oversight, to persons suffering from opioid overdose at the earliest possible time to minimize chances of a fatality. If an employee has not received the training called for in this policy, they are not authorized to administer Narcan (Naloxone).
3. DEFINITIONS for this section only:
    a. **Naloxone:** an opioid receptor antagonist and antidote for opioid overdose produced in intramuscular, intranasal and intravenous forms. Naloxone is specifically used to counteract life threatening depression of the central nervous system and respiratory system. Narcan is a brand name for intranasal Naloxone.
    b. **Opioids:** a class of drugs that interact with opioid receptors on nerve cells in the body and brain. Opioids include the entire family of opiates including natural, synthetic, and semi-synthetic forms. Opioids include drugs such as heroin, synthetic opioids such as fentanyl, and pain relievers available legally by prescription such as oxycodone, hydrocodone and morphine.

c. **Opioid Overdose:** an acute condition including, but not limited to, extreme physical illness, decreased level of consciousness, respiratory depression, coma, or death resulting from the consumption or use of an opioid or another substance with which an opioid was combined, or that a layperson would reasonably believe to be an opioid-related drug overdose that requires medical assistance.
d. **Medical Control Physician:** a designated medical doctor who is licensed to practice medicine in Georgia. City of Hapeville shall periodically consult with the Medical Control **Physician** to review overall training, equipment, procedures, and changes to applicable laws related to this policy.

4. GENERAL PROCEDURES:
   a. City of Hapeville shall deploy Naloxone in all publicly accessed and staffed buildings.
   b. City of Hapeville shall appoint a Naloxone Coordinator to oversee the Naloxone Administration program. The Naloxone Coordinator's responsibilities will include:
      i. Ensuring that all Naloxone kits are current and unexpired
      ii. Ensure proper and efficient deployment of Naloxone throughout the facility
      iii. Ensure that authorized staff are appropriately trained in the use and storage of Naloxone
      iv. Ensure that any use of Naloxone on an overdose victim is documented in a Usage Report
      v. Replace Naloxone kits that are damaged, unusable, expired, or used
   c. Only staff trained in the use of Naloxone are authorized to administer Naloxone at the City of Hapeville.
5. PROCEDURES FOR USE:

Recognize the Signs of Opioid Overdose

Opioid High	Opioid Overdose
Relaxed muscles	Pale, clammy skin
Speech is slowed or slurred	Not breathing or very shallow breathing
Nodding off, appearing sleepy	Deep snorting or gurgling breaths
Still responsive to stimuli	Unresponsive to external stimuli
Normal heartbeat/pulse rate	Slowed heartbeat/pulse rate
Normal skin color	Cyanotic skin coloration (blue lips, etc.)
Smaller than usual pupils	Pinpoint pupils

1. Suspected or confirmed opioid overdose consists primarily of:
   a. Respiratory depression evidenced by slow respiration rate or no breathing
   b. Unresponsiveness to stimuli such as calling the victim's name, shaking them, or performing a sternal rub
   c. Suspicion of opioid overdose can be based on:
   d. Presenting symptoms
   e. Reports from bystanders
   f. Staff prior **knowledge** of the victim
   g. Nearby medications, illicit drugs or drug paraphernalia
2. Respond to the Opioid Overdose
3. Immediately call for emergency help – dial 911
4. Check the victim's breathing. If needed, deliver first aid per your level of training
5. Administer Naloxone
   a. Administer Naloxone per the manufacturer's instructions
   b. Once the victim resumes breathing normally, place them in the recovery position, lying on their side
   c. Stay with the victim until emergency medical help arrives to take over care

CHAPTER 12: EMPLOYEE RELATIONS

Purpose: The policies in this section concern the relationship of employees within the organization and with each other. It includes the processes of administering and analyzing the employer-employee relationship and resolving **workplace** disputes.

12.1 Employee Relations

The City believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area. If employees have concerns about work conditions or **compensation**, they are encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with **supervisors**, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that the City tries to demonstrate its commitment to employees by responding effectively to employee concerns.

12.2 Attention and Insubordination

1. Attention: Except when approved in Fire Services, an employee shall remain awake, alert, observant, and occupied with their tasks for City business when on the job. Employees are expected to perform their job duties:
   a. Timely, promptly, and without undue delay;
   b. Without unnecessary supervision;
   c. Ensuring they are engaged productively at all times whether or not it is required by law or as directed;
   d. Demonstrating appropriate initiative and dependability in the quality, volume, and prioritization of job duties;
   e. Avoiding excessive tardiness, excessive absenteeism, and unexcused absences.
2. Insubordination: An employee shall adhere and execute any and all lawful orders of a **supervisor**, including those relayed from a **supervisor** through another employee. A lawful order is any order in keeping with the performance of any duty, issued either verbally or in writing by the **Department Head** or any other **supervisor**, direct or indirect. The willful disobedience of any order lawfully issued by a supervisor or any mutinous, insolent, uncooperative, or abusive language or conduct toward a **supervisor** shall be insubordinate.

12.3 Competence, Judgment & Supervision

1. Competence: An employee shall maintain sufficient competence to properly perform the assigned duties and responsibilities of the position. The employee's efforts shall

be directed and coordinated in a manner that demonstrates and maintains the highest standards of efficiency in carrying out the functions and objectives of the City. Failure to do work at an acceptable level of competence as determined by the applicable **supervisor** may be grounds for disciplinary action.

2. Judgment: An employee shall exercise sound judgment relevant to the conduct and performance of duty.
3. Supervision: A **supervisor** shall, in accordance with **department** management expectation:
   a. Demonstrate qualities of leadership necessary for the position;
   b. Maintain a positive attitude in support of **department** decisions and goals;
   c. Exercise appropriate supervision of subordinates and responsibilities;
   d. Effectively plan, develop, and coordinate supervision and training of subordinates;
   e. Observe and appropriately counsel subordinates;
   f. Take appropriate action when a subordinate fails to perform; and
   g. Properly account for all funds and property under their control.

CHAPTER 13: USE OF COMMUNICATIONS INFRASTRUCTURE AND POLITICAL ACTIVITY

Purpose: The purpose of the policies in this Chapter is to help employees make professionally appropriate choices regarding their use of communications systems.

13.1 General Provisions

"Electronic Communication Systems" is defined as Internet, electronic mail, telephone, voice mail, facsimiles, pagers, city issued mobile phones, 800 MHz radios (walkie-talkies or handheld telecommunication ("HT") devices, computer and computer networks, directories, and files. Employees will not have privacy rights with respect to any activity using these Electronic Communication Systems. All data, including e-mail messages composed, sent and received are the property of the City of Hapeville.

13.2 Professionalism

At all times, users have the responsibility to use Electronic Communication Systems in a professional, ethical, and lawful manner. Users should use the same care in drafting e-mail and other electronic documents as they would for any other written communications. Users should always strive to use good grammar and correct punctuation. Anything created or stored on the Electronic Communication Systems may be reviewed by others and the quality of communication is a direct reflection upon the City.

13.3 Appropriate Use

Personal use of the Electronic Communication Systems is a privilege that may be revoked at any time. Occasional, limited, and appropriate personal use of the Electronic Communication Systems is permitted if the use does not:

1. Interfere with the user's work performance;

2. Interfere with any other user's work performance;

3. Compromise the integrity of the Electronic Communication Systems; or

4. Violate any other provision of this policy or any other policy, guideline, or standard of the City of Hapeville

13.4 Inappropriate Use

Under no circumstances should the Electronic Communication Systems be used for sending, transmitting, intentionally receiving, copying, or storing any communication that is fraudulent, harassing, racially offensive, sexually explicit, profane, obscene, intimidating, defamatory, or in the City's sole opinion otherwise unlawful or

inappropriate. Users encountering or receiving this kind of material should immediately report the incident to their **supervisor** and IT. Exceptions are limited to police investigations into criminal activities, which may require the use of the Internet for information and intelligence gathering. This is permissible with the prior approval of the Police Chief. Other prohibited uses of the Electronic Communication Systems include, but are not limited to:

1. Sending chain letters;
2. Sending copies of documents, messages, software, or other materials in violation of copyright laws;
3. Compromising the integrity of the City and its business in any way; and
4. The advertisement of personal business or conducting personal business activities.

13.5 Misuse of Software

Users who become aware of any misuse of software or violation of copyright law should immediately report the incident to their **supervisor** and the IT Services Provider. Files obtained from sources outside the City include files downloaded from the Internet, files attached to e-mail, and files provided by citizens or vendors. These files may contain dangerous computer viruses that can damage the City's computer network. Users should never download files from the internet, accept e-mail attachments from outsiders, or use disks from non-City sources without first scanning the material with City approved virus checking software. If a user suspects that a virus has been introduced into the City's network, they should notify their **supervisor** and the IT Services Provider immediately. Without prior written authorization from the IT Services Provider, users may not do any of the following:

1. Copy software for use on their home computers or to other computers;
2. Provide copies of software to any **independent contractors** of the City or to any third person;
3. Install software on any of the City's workstations or servers;
4. Download any software from the Internet or other online service to any of the City's workstations or servers
5. Modify, revise, transform, recast, or adapt any software; and
6. Reverse-engineer, disassemble, or decompile any software

13.6 Passwords

Authorized users will be given a login name that allows access to the network. The user will have a personalized password, which should be obscure in nature and not divulged

to others. All passwords for City issued or provided communications systems shall be provided to IT. Any user with **knowledge** of any password not their own shall report it to their supervisor immediately. No employee shall attempt any unauthorized access to the system.

13.7 City Issued mobile phones

City-issued mobile phones may be provided to employees whose job duties require mobile communication while conducting City business. A City-issued mobile phone is intended to serve as an extension of the employee's office or desk phone. The type of device, storage capacity, features, and level of technology provided are within the sole discretion of the City.

13.7.1 Safekeeping and Responsibility

Employees are responsible for the safekeeping, security, and proper use of City-issued mobile phones assigned to them. Employees must take reasonable steps to protect the device from loss, theft, damage, unauthorized access, and misuse.

Lost, stolen, or damaged City-issued mobile phones must be reported immediately to the employee's supervisor and the City Clerk. A police report is required for any lost or stolen City-issued mobile phone and must be submitted to the employee's supervisor and the appropriate department within a reasonable timeframe.

Employees who fail to follow reporting procedures, misuse a City-issued mobile phone, or fail to take reasonable care of the device may be subject to disciplinary action. Depending on the circumstances, the employee may also be required to reimburse the City for repair or replacement costs, in accordance with applicable law and City policy.

Repeated loss, damage, theft, or misuse of a City-issued mobile phone may result in increased disciplinary action, up to and including termination of employment.

13.7.2 Upgrades, Replacements, and Costs

Periodically, the City may budget funds for upgrading City-issued mobile phones. The City Clerk will coordinate the allocation of new or upgraded devices to departments. Department Heads will determine which employees within their departments are eligible for an upgrade, with preference generally given to employees with the oldest technology or the greatest operational need due to job duties that regularly require work away from a desk or City-assigned workspace.

If a free upgrade is offered by the City's mobile phone provider, assignment of the upgrade will follow the same process used for City-purchased devices.

Any replacement or upgrade of a City-issued mobile phone that results in a cost to the City must receive prior approval. The Department Head must submit written authorization by email acknowledging and accepting responsibility for any associated

costs before the device is ordered, replaced, or upgraded. No device replacement or upgrade involving a fee will be processed without documented approval from the Department Head.

Failure to obtain proper authorization may result in delay or denial of the request and may result in disciplinary action when appropriate.

13.7.3 Authorized Use and Applications

City-issued mobile phones are provided for official City business and must be used in a professional, responsible, and secure manner. Employees are expected to use City-issued devices in a way that supports their assigned job duties, protects City information and systems, and maintains public trust.

Applications, websites, messaging platforms, social media platforms, and other digital tools may be used on City-issued mobile phones when the use is related to authorized City business, supports the employee's assigned duties, or has been approved by the City Manager, Department Head, or their designee.

Employees must not use City-issued mobile phones in a manner that:

1. Interferes with job duties or City operations;
2. Creates unnecessary cost, data usage, storage use, or security risk;
3. Compromises confidential, sensitive, or protected City information;
4. Violates City policy, including policies related to harassment, discrimination, workplace conduct, technology use, social media, records retention, or confidentiality;
5. Involves unlawful, discriminatory, harassing, threatening, sexually explicit, or otherwise inappropriate workplace content;
6. Is primarily for personal commercial activity, outside employment, political campaign activity, gambling, or other unauthorized personal business;
7. Circumvents City security settings, device management systems, or other technology controls; or
8. Could reasonably damage the reputation, integrity, or operations of the City.

Limited incidental personal use may be permitted if it does not interfere with job duties, create additional cost to the City, compromise security, or violate City policy. Employees are responsible for ensuring that any personal use of a City-issued mobile phone remains limited, appropriate, and consistent with this policy.

The City may require employees to remove applications, content, accounts, or data from a City-issued mobile phone if the City determines that such use is not authorized, creates a security concern, interferes with City operations, or is otherwise inconsistent with City policy.

13.8 No Expectation of Privacy on City-Issued Mobile Phones

City-issued mobile phones, including all data, communications, applications, files, photographs, call logs, search history, messages, and other information stored on or transmitted through the device, are the property of the City of Hapeville.

Employees should have no expectation of privacy when using a City-issued mobile phone, including when the device is used for incidental personal use. The City reserves the right to access, inspect, monitor, review, copy, preserve, or retrieve information from a City-issued mobile phone at any time, with or without prior notice, in accordance with applicable law and City policy.

Employees may be required to unlock or provide access to a City-issued mobile phone upon request by the City. Failure to provide access when requested may result in disciplinary action.

Employees should also be aware that City-issued mobile phones, including data and communications contained on them, may be subject to the Georgia Open Records Act and may be disclosed in response to a lawful request.

13.9 Use of City Issued Mobile Phone while Driving

The City of Hapeville prohibits the use of a handheld electronic communication device while driving, except with the use of a headset or other hands-free mechanism (such as Car Play). This policy does not apply to emergency first responders, including all fire and police personnel.

13.10 Internet Use

13.10.1 Purpose of Internet Use Policy

Most information available over the internet is of sound value. Unfortunately, a small portion of information available over the internet is considered questionable, offensive, pornographic, illegal, or otherwise objectionable. Additionally, and as employees should be aware, certain uses of the internet may constitute improper or illegal activities including, but not limited to, sexual and other types of harassment and discriminatory conduct through use of e-mail, downloaded images, etc. Consequently, and to ensure the proper use of the internet by its employees, the City of Hapeville, Georgia, adopts the following internet use policy.

13.10.2 Definition of “Internet”

For the purposes of this policy, the "internet" shall mean the City's computer network, intracity and internet electronic mail, the worldwide web, and any other information or means of communication accessed by a personal computer from a resource other than one of that computer's internal drives.

13.10.3 Requirements

1. Each employee using the internet will be held solely and fully responsible for any use of his or her City assigned computer account. Additionally, all employees shall assume full liability, legal, financial or otherwise, for their actions when accessing the internet with a city computer.
2. In the event an employee uses the internet in violation of this policy and the City as a result incurs expenses, including but not limited to attorney's fees, costs of litigation, and any judgment against the City, the employee shall indemnify the city for all such expenses.
3. Employees shall familiarize themselves with and abide by the requirements of the policy. Any violation of any of the policy's requirements may result in disciplinary action, including but not limited to restriction or revocation of internet access privileges, or even **termination** of employment.
4. Employees shall not, through their city account or use of a city computer, use the internet to:
    a. Engage in any activity prohibited by law.
    b. Create, transfer, view, store or otherwise use any text, image, or sound recording that contains pornography, profanity, vulgarity, obscenity, or other language or images tending to offend or degrade others.
    c. Intentionally use invasive or destructive software such as "viruses" or "worms."
    d. Transfer, use, duplicate, or store materials in violation of copyright laws, license agreements, or intellectual property rights of others.
    e. Access without permission another's folders, work, or files.
    f. Interfere with the normal and proper operation of the internet.
    g. Disturb others' use of the internet.
    h. Deliberately harass, harm or offend others.
    i. Store or transfer unnecessarily large files.

13.11 Social Media

The City of Hapeville recognizes the increasing use of social media as a communication tool. This addresses the City of Hapeville’s employee's use of social media both on and off duty. For the purpose of this policy, the City of Hapeville considers the term "social media" to include, but is not limited to:

1. Personal websites & blogs
2. "wikis", Twitter (or “X”)
3. Social networking sites (e.g.: Facebook, X, TikTok, LinkedIn, Instagram)
4. Online media sharing websites (e.g., YouTube, Flickr)
5. Online forums, message boards, or bulletin boards.

The City of Hapeville acknowledges that some of its employees may choose to use social media on their own time for personal purposes. The City of Hapeville rules and policies apply to the conduct and communications of City of Hapeville employees while using social media just as those rules and policies apply to conduct and communications in any other setting. In addition, City of Hapeville employees are prohibited from using social media in any manner that:

1. Violates any federal, state, or local laws or regulations.
2. Violates any City of Hapeville authority, policy, rule, standard, or requirement, including but not limited to the:
    a. Harassment, discrimination, and retaliation policy
    b. Nondisclosure policy
    c. Code of Ethics (see Code of Ordinances Chapter 2, Article 6)
3. Disrupts or hinders the City of Hapeville’s operations.
4. Infringes on any third-party rights, including but not limited to intellectual property rights such as copyrights or trademarks.
6. Is defamatory, libelous, or might be construed as harassment or disparagement on the basis of race, color, religion, sex, national origin, age, **disability**, or any other legally protected status.
7. Discloses confidential information related to City of Hapeville business, tenants, employees, or other matters.

Employees are reminded that information posted or communicated using social media may often be accessible by virtually anyone with internet access. This may include other City of Hapeville employees, such as supervisors and subordinates. Also, once information is posted or uploaded onto a social media website or network, it can be nearly impossible to completely remove or eliminate. City of Hapeville employees are therefore encouraged to use good judgment if they use social media.

Use of social media by a City of Hapeville employee in violation of this Policy may result in disciplinary action up to and including **termination**.

Employees are also reminded that, pursuant to the Computer, Email and Internet Usage Policy, and the Electronic Communications Policy, they have no expectation of privacy with respect to the use of any City of Hapeville owned or issued computer or electronic communications devices.

13.12 Campaigning or Activity on behalf of a Particular Candidate or Cause

Employees of the city are encouraged to exercise their right to vote, but no employee shall make use of city time or equipment to aid a political candidate, political party or political cause, or use a city position to persuade, coerce, or intimidate any person in the interest of a political candidate, political party, or political cause.

CHAPTER 14: MISCELLANEOUS

Purpose: This Chapter addresses procedural and other conditions not addressed elsewhere in this Handbook.

14.1 Rest & Meal Periods

All **full-time employees** except police, fire and emergency service employees are provided with one (1) meal period each workday. Supervisors may schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

14.2 Duties concerning Litigation in which the City is a Party

Many times, during your employment you may have occasion to be involved, personally or tangentially, in litigation or other judicial proceedings. You have the following responsibilities:

(1) Any employee who receives a notice that he is being sued or subpoenaed for any issue that does or may relate to his city responsibilities must be reported immediately to the City Clerk, who shall also be given a copy of any documents received.

(2) Employees, as a function of their job responsibilities, shall cooperate fully with any investigation conducted by the city or by its agents or lawyers.

(3) No employee shall make any statement to any adverse party, investigator, or agent concerning any matter in which the employee knows, or has reasonable cause to know, involves a matter concerning pending or threatened litigation or judicial proceedings, without giving notice to and receiving the approval from the City Manager.

(4) You may also be directed to interact with the City Attorney or outside litigation counsel. If you have any questions about communicating with these lawyers, you should speak to the City Manager.

14.3 Flexible Schedule

Flexible schedules are variable work hours requiring employees to work a standard number of core hours within a specified period, allowing employees greater flexibility in their starting and ending times. Some policy design considerations include the impact to the business, eligibility criteria, length of time for alternative schedule i.e. seasonal or permanent.

Flextime at City of Hapeville is a work schedule with time of arrival and departure that differs from the standard operating hours by not more than two hours. For example, a typical flextime arrangement is arrival at 9:00 a.m. and departure at 6:00 p.m.

Department Heads may approve flextime on a case-by-case basis. The **supervisor** will approve or deny the flextime request based on staffing needs, the employee's job duties, the employee's work record and the employee's **ability** to temporarily or permanently return to a standard work schedule when needed.

14.4 Flexible Schedules—Alternative Work

An alternative work schedule (AWS) policy can address many scheduling options. Common options include part-time, flextime, compressed workweeks, and telecommuting.

City of Hapeville is committed to helping employees face the demands of juggling work, family and life-related issues by offering several possible flexible work arrangements. These arrangements provide employees with increased flexibility with their work schedule while allowing the city to maintain a progressive and productive work environment. Alternative work scheduling is an opportunity to maintain employee productivity through various forms of creative work scheduling.

All City of Hapeville employees will be considered for alternative work scheduling on a case-by-case basis in situations where creative work schedules have been shown to accomplish both work and personal goals, to provide coverage for individual **department** operations and to serve City of Hapeville with increased productivity at no expense to quality output.

The City of Hapeville will recognize the need of some employees to work flexible hours. The following are reasons for such arrangements that include but are not limited to:

1. Parenting
2. Doctor appointments or other medical circumstances
3. Work-life balance
4. Pursuit of authorized higher education

Alternative work schedule options are:

1. Flextime, in which an employee works eight hours per workday, but there is flexibility in an employee's set scheduled starting and ending times. Some employees, due to family or personal obligations or preferences, work early in the morning and leave earlier in the afternoon. Other flextime employees may prefer or need to start later in the day and work into the evening.
2. 10-hour day, four-day work week, in which an employee works 10 hours per workday, reducing the workweek to four days a week.

3. Nine-hour day, half-day on Friday, in which an employee works nine-hour workdays Monday through Thursday and four hours each Friday.

14.5 Accident Reporting

The City of Hapeville is committed to maintaining a safe **workplace** and ensuring timely reporting, documentation, and resolution of **accidents** involving **injury**, vehicle damage, or property damage, including damage caused by sinkholes. Employees are expected to take an active role in promoting safety and ensuring all incidents are properly reported and documented.

1. Employee Responsibilities

Employees are responsible for exercising care and good judgment in preventing **accidents** and for observing all safety rules and procedures. Employees are required to:
Report all **accidents** and incidents to their supervisor immediately
Report any unsafe work conditions, equipment, or practices as soon as possible
Assist in identifying and correcting unsafe conditions when feasible
Attend scheduled safety meetings and activities
Maintain communication with their supervisor regarding any **injury** resulting in lost work time, including updates on return-to-work status
Employees must also report the need for repairs to any City-owned or leased equipment. No employee shall alter, repair, or modify City property without prior approval from the Department Head.

2. Insurance Claim Procedures

To ensure there are no delays in processing insurance claims and securing necessary repairs, all claims involving vehicle or property damage must be submitted as a complete packet.

3. Required Documentation

The following documents must be submitted:
A fully completed GIRMA (Georgia Interlocal Risk Management Agency) claim form **(If you need a copy of the GIRMA claim form, please contact the City Clerk's Office.)**
A copy of the actual police report from the responding law enforcement agency (report numbers alone are not acceptable)
Clear photographs of the damage, including vehicles, property, or sinkholes

4. Submission Guidelines

a. **Hard Copy Submission:** All required documents must be submitted in hard copy to the City Clerk's Office for processing
b. **Email Submission (if necessary):** If submitting electronically, all documents must be combined into one complete scanned file that includes the GIRMA form, police report, and photographs

Incomplete or partial submissions may result in delays in claim processing and repairs.

5. Non-Member Claims

For individuals whose property is damaged by the City (e.g., vehicle damage caused by potholes or other City-related conditions), the following procedure applies:
The individual must contact the City Clerk's Office to initiate the claim process
The individual is required to complete a claim form in person at Hapeville City Hall
Employees who become aware of a non-member claim should assist by:
Taking photographs of the damage
Ensuring a police report is obtained and included with the claim documentation

6. Timeliness Requirement

All documentation must be submitted together as one complete packet to avoid delays in processing claims and completing necessary repairs. Failure to provide complete and timely information may result in delays or denial of the claim.

14.6 Personal Protective Equipment

The City will provide directly, or through an allowance approved in the annual budget each year, items of personal protection. Supervisors will direct use of personal protective equipment.

14.7 Operation of Motor Vehicles and Motorized Equipment

14.7.1 Vehicle Operator Qualifications

1. Be at least 18 years of age.
2. Have a valid Georgia Driver's License for the class of vehicle to be operated or a valid Driver's License from the state in which the employee resides which allows the employee to legally operate a city vehicle on Georgia roads.
3. Have a record of no more than 2 moving violations or one moving violation and a chargeable **accident** within a 24-month period whether on duty or off duty.
4. The **Department Head** or their **designee** in conjunction with Human Resources will determine whether the offense(s) are grounds for disqualification.
5. Employees whose primary duty is to drive a city vehicle that do not have an acceptable driving history must be relieved of such duties and assigned a non-driving position or non-driving duties until their 24-month record reflects an acceptable driving history. If a non-driving position is not available, the employee may be terminated.
6. Be otherwise qualified under federal and state regulations and statutes to drive the vehicle in question; and
7. Be trained and authorized to operate the vehicle.

14.7.2 Pre-Employment License Review and Periodic Check of License Status

1. **Applicants:** The City will review the motor vehicle record (MVR) of all applicants as a condition of employment before extending a formal offer of employment. As part of the hiring process, such applicants must sign a written consent form authorizing the City to obtain and review their driving record.
2. **Employees:** The driver's license status, driving record, and continued qualifications of employees who are assigned to operate a City vehicle or whose job duties routinely require the operation of a motor vehicle shall be reviewed periodically, at least annually or more often as determined by the Human Resources Director. An employee's continued employment in a position requiring driving shall constitute ongoing consent for the Human Resources Director, or designee, to query the Georgia Department of Driver Services regarding that employee's driving record.

14.7.3 Employees who operate vehicle in the course and scope of their employment must notify their supervisor:

1. When their driver's license becomes invalid or suspended for any reason. Such employees will immediately be prohibited from operating vehicles on City business.
2. Immediately during work hours or by the next working day, if after hours, upon receipt of any ticket or citation for any violation of state law or a local ordinance relating to motor vehicle operation. This shall not apply to parking violations received in a personal vehicle. In addition, employees must notify their **supervisor** when at fault in a motor vehicle crash, whether cited by the police or not, and whether on duty or off.
    a. An employee who receives a citation for any violation while operating a City vehicle will be responsible for paying any fine or penalty incurred and will be subject to disciplinary action, up to and including **termination**.
    b. Failure to report a citation received, whether off or on duty, may be grounds for disciplinary action, up to and including **termination**.

14.7.4 Operation of Motor Vehicles

Employees must operate any vehicle used for City business safely and prudently and comply with all applicable City and state laws, policies, regulations, and procedures. Tobacco use, vaping, and smoking are prohibited in all City-owned or leased vehicles.

14.7.5 Duty Restrictions

A physical, mental, or driving **skill** impairment that cannot be reasonably accommodated affects an employee's ability to safely operate a motor vehicle, or failure to comply with the driver qualifications outlined in this Chapter, precludes that employee from operating any City-owned or leased vehicle for city business. If

the operation of a vehicle is an essential job duty, an attempt will be made to place the employee in a non-driving position. If such a position is not available, the employee will be immediately relieved of duty. If the vehicle prohibition is due to suspected physical or mental impairment, the employee will be subject to a fitness for duty examination as outlined in this handbook.

14.7.6 Passenger Restraint Systems

All drivers and passengers in city vehicles are required to wear their seatbelt whether or not it is required law. The only exceptions are for detainees being transported in the rear of the police vehicle if the detainee presents a risk to the officer in fastening the seat belt and fire personnel riding in the patient compartment actively providing patient care. The driver of the vehicle is responsible for compliance.

14.8 Accident Involvement

1. All of the following, collectively referred to throughout this Section as an "**Accident**," shall be reported to the immediate **supervisor** by the employee involved in the event and any City employees who witness the event:
   a. All injuries to an employee or other person occurring during the course of business;
   b. All **accidents** involving city-owned or issued vehicles or equipment, whether or not occurring during the course of business;
   c. All **accidents** involving personal vehicles or equipment used during the course of business; and
   d. All property damage occurring during the course of business.
2. Employee Responsibilities: Unless transported from the **accident** scene for medical treatment, the employee involved in a job-related **accident** involving a vehicle or equipment will:
   a. Render aid to other parties if possible and necessary;
   b. Report the **Accident** and any injuries immediately to local law enforcement in the event of a vehicular **accident**;
   c. Immediately notify their **supervisor** or **designee**, as soon as possible if the **supervisor** is not available.
   d. Record the name, address, and phone number of any witnesses, and note the specifics of the **Accident** circumstances, if possible;
   e. Be courteous, but not make or sign any statement for anyone other than the police officer responding to the scene;
   f. Remain at the scene until excused by law enforcement personnel;

g. Not discuss or reveal information or provide statements to non-City personnel subsequent to the **Accident**. This does not prohibit cooperation with law enforcement investigations outside the City's jurisdiction.

h. Submit to all requested post-**Accident** testing as directed by the **supervisor** or other City Management representative.

3. Administrative **Accident** Investigation: The employee's immediate supervisor or other designated employees will conduct an administrative investigation into the circumstances of the **Accident** and prepare a written report that includes a statement of the facts and analysis as to cause. The report will also include recommendations of any corrective action necessary to prevent recurrence of such **Accidents**. The City Attorney will facilitate claim/litigation management with the City's insurance carrier.

4. An employee who is involved in a reportable **Accident** may be required to undergo examinations and/or tests as specified in this handbook.

14.9 Travel Policy

Purpose: It is to ensure adequate funding for moderate accommodations and reasonable meals during overnight travel. It is the responsibility of the City representative to manage their expenses wisely.

Statement of Policy: Employees will be reimbursed for travel, lodging, and incidental expenses incurred when conducting City business. Expenses for **spouses** on business trips will not be reimbursed. Exceptions to this policy, such as when a **spouse's** attendance is required at a business meeting must be approved in advance.

Travel should be consistent with the needs of the City and should be used to accomplish City objectives in a most cost-efficient manner, in accordance with normal safety requirements. All arrangements for travel must be preapproved by the **Department Head** and/or their **designee**.

All travel costs, except personal mileage, meals and gasoline for a personal vehicle may be paid via a City purchasing card, when one is available for use by the employee, **department head/supervisor** or parties with whom they will be traveling.

On items for which a purchasing card cannot be used or is not available, the employee or elected official will submit a check request/ travel expense form for advance or reimbursement payment. All requests for reimbursement or an advance should be submitted no later than two weeks prior to payable processing week. It is advised to plan appropriately and avoid emergency requests if possible.

TRAVEL ADVANCES

The purpose of travel advances is to minimize the financial burden on employees while traveling on behalf of the City. A travel advance may be issued for the employee at the **Department Head** or City Manager's request subject to exceptional circumstances. The employee receiving the advance has custodial responsibility for the funds and must account for expenses paid from the advance. The advance may be recalled at any time. The amount of the advance will be determined based upon the location and the duration of the trip(s). A travel expense form must be turned into the Finance Department. Advances must be requested 10 days in advance and payable within 3 days of travel. Advances need to be reconciled against expenses and excess funds returned to the City.

Travel Expense Form

The City of Hapeville respects the personal integrity of each employee and conducts expense reporting accordingly. The City expects expense reports will be completed honestly, accurately and on a timely basis and submitted on the official travel reimbursement form.

All reimbursable expenses must be reported on a properly completed and documented form and approved by the **Department Head**. The Expense Form will need to be submitted to the Finance Department along with all miscellaneous per diem amounts such as "city standard" (www.mapquest.com) miles or odometer readings, an agenda of the meeting or conference and Hotel receipt/invoice, completed hotel credit card authorization and a completed copy of the City's federal tax exemption and hotel/motel tax exemption form, it is required the employee maintain a copy of their expense report and detailed receipts for record keeping.

Expense reimbursement requests must be legible and prepared in ink or electronically reproduced. The report must include appropriate documentation for all expenses. City policy on documentation of business expenses is intended to satisfy Internal Revenue Service and accounting guidelines.

Expense Report Deadlines and Payment Travel Expense Reports must be completed and submitted to the employee's **Department Head** within three (3) days after the return of any trip. The original expense form with all the proper approvals, as well as original receipts are due to the Finance Department within ten (10) days of when the expense was incurred. Reimbursement requests will not be accepted after 30 days of last day of travel. Reimbursement will not be paid after 30 days unless there is a review by **Department Head.**

AIR TRAVEL

All employees shall fly by coach or economy class. If an employee desires an upgrade, the employee will be responsible for the additional expense. Employees declining to accept the least expensive route to their destination must justify their decision to their **Department Head** or pay the difference as an out-of-pocket expense. All justifications

(if any) must be included in the employee expense report when submitting to the Finance Department.

When making travel arrangements, the following guidelines must be considered to reduce the costs associated with airfare:

• Use advance purchase without penalty fees.

• Use alternative airports when available.

• Use connections and one-stop flights.

• Consider the cost/benefit of staying over as an option with making flight arrangements.

Change Ticket Fees

Once a ticket has been issued, any change fee will be the responsibility of the employee unless approved by the City. In the event of a change in flight plans, the City of Hapeville will be responsible for the change fee charged by the airline provided that the change to the flight schedule was unavoidable and necessary, and not as a matter of convenience. To catch an earlier flight, you should fly "stand-by" to avoid paying a change fee. It is the responsibility of the **Department Head** or their **designee** to determine if this is a reimbursable expense based on the circumstances. If additional expense is determined reimbursable based on circumstances, determination must be included in payment request when submitting to Finance Department for reimbursement upon return.

Airline Ticket Receipt Once travel is complete, the employee should retain the passenger receipt to file with their completed expense report.

Frequent Flyer Benefits Any discounts/frequent flyer miles accumulated by an employee on business travel remain the property of the employee. Dues and/or membership fees are not reimbursable. In addition, if an employee continually uses a particular airline solely to receive frequent flyer benefits, the employee will be responsible for reimbursing the City the difference between the chosen airline and a discounted airfare when the chosen airline cost is greater than City standard.

First Class and Business Class Travel City policy does not authorize First Class or Business Class Travel. If an employee wishes to upgrade, it is a non-reimbursable personal expense.

Airport Parking Airport parking expense must be kept at a reasonable level. Suggested parking in the least expensive long-term parking areas or off-site airport parking lots that offer free shuttle service to the airport if this is the lower cost alternative.

LODGING / HOTEL ACCOMMODATIONS

Employees on City business are allowed lodging expenses when their destination is located more than 50 miles from their workstation AND/OR they are away for more than twelve (12) hours. Written pre-approval must be obtained from the **Department head**, or their **designee**, when lodging is required for destinations less than 50 miles from their workstation AND they are away for more than (twelve (12) hours. The prior approval must be submitted with the Employee's receipts and documented mileage when requesting reimbursement.

The City will not reimburse for upgrades to suites, executive floors, or vacation rental marketplaces such as Airbnb, HomeAway, and Vrbo unless the rate is less than or the same as that of a standard room rate or conference room rate.

Allowable expenses shall be the actual cost of moderate, standard single accommodation lodging at the point of destination plus tax, if any. City representatives must inquire about “Government Rates” when making reservations and confirming rates.

Because standards applied to a class of hotels and room rates vary widely, reasonable prudence should be exercised in selecting a hotel from among the alternatives available. If the employee chooses something other than what is recommended and/or not within the City’s guidelines without authorization, the employee may be required to pay the difference. If City employee is required to stay at a certain hotel while attending a conference/seminar, the City will pay the required lodging costs.

Any City employee who is traveling is responsible to obtain a City sales tax exemption certificate and/or hotel/motel tax exemption form from the Finance Department before departing for their destination. **Spouses** and children may accompany a City employee as long as there are no added costs. Registration fees, meal fees, and other expenses for **spouses** or children will not be reimbursed by the City and are the sole responsibility of the employee.

The actual number of days that the employee attends to City of Hapeville related business may be claimed for reimbursement. Additional days will be reimbursed provided the following criteria is met and **department head** approval is included with reimbursement claim:

TRAVEL DAYS - Day before conference and day after conclusion of the conference.

• A savings to City of Hapeville is realized by extending the stay and approval is granted prior to the trip (i.e., Saturday night stay).

• Uncontrollable circumstances exist that warrant the additional stay and identified circumstances should be included with reimbursement claim.

• The employee has secured approval from the **Department Head** prior to the trip.

Unreasonable telephone surcharges, tips and in-room cocktail bars are not reimbursable lodging expenses (see non-reimbursable expenses).

AUTOMOBILE

Mileage/ Personal Vehicle Mileage will be paid at the U.S. General Services Administration (GSA, which can be found at-www.gsa.gov) standard mileage rate. The GSA usually adjusts this amount **annually**, and the city will follow GSA standards. Employees may be reimbursed or advanced for mileage incurred from workstation to destination.

An employee's commuting miles are considered personal mileage and, as such, are not reimbursable. Commuting miles is defined as the actual mileage traveled by the Employee between their Residence and their Primary Workstation.

Rental Car The use of a rental car must be justified as an economic need and not as a matter of personal convenience. Automobile rental at the point of destination is allowed provided:

• It is less expensive than alternate transportation.

• No other form of pre-arranged transportation is available (taxi, hotel shuttles, public transportation)

• Employee has secured approval from **Department Head** prior to the trip.

Class of Vehicle

City of Hapeville will reimburse for compact and mid-size vehicles only without prior approval from **Department Head**. No additional fees will be paid for special services (e.g. express return, valet service, etc.). The enrollment for these services, and any upgrade charges, are the sole responsibility of the employee/representative.

Fueling

The employee/representative is responsible for refueling the rental vehicle prior to returning it to the rental agency. City of Hapeville will not reimburse the employee for fuel charges from the rental agency (prepaid or charges for returning low). These additional charges for fuel will be the sole responsibility of the employee/representative.

Taxi and other Ground Transportation The cost of taxis and car fares to and from places of business, hotels, and airports in connection with business activities are fully reimbursable.

MEALS

Expenses associated with meals (i.e., breakfast, lunch, and dinner) and incidentals (e.g., snacks, tips, miscellaneous) shall be administered on the Expense Form basis by the city. Per diem amounts for the expense form will be derived from the U.S. General Services Administration (GSA), which can be found at www.gsa.gov. A meal provided by a common carrier, or a complimentary meal provided by a hotel/motel will not affect the

per diem. For meals provided on the day of departure and the last day of travel, you must deduct the entire allocated meal cost from the decreased per diem.

Alcoholic beverages are not reimbursable.

OTHER TRAVEL EXPENSES

Laundry & Dry-Cleaning

Laundry and dry-cleaning services will be reimbursed only when a trip is longer than seven (7) days and only for such out of pocket expenses incurred after the 7th day while traveling away from home. These expenses cannot exceed $40.00 per week.

Miscellaneous supplies

Emergency office supplies and/or small purchases under $50.00 that are necessary for the business being conducted may be reimbursed. No sales taxes will be reimbursed for failure to use Sales Tax Exempt Certificate.

Tips

Tips for travel services should be reasonable and customary for the type of service performed. Excessive tipping may be partially disallowed for reimbursement.

Seminar and Conference fees

Registration fees for seminars, conferences, conventions, and meetings are allowable. provided they are pre-authorized and adhere to City policy.

NON-REIMBURSABLE EXPENSES

It is City of Hapeville policy to reimburse the employee for all reasonable and necessary expenses incurred in transacting City business. However, there are specific types of expenses which are considered to be of a truly personal nature and not reimbursable. The following list is representative, and approval of personal expenses not included may be at discretion of the **Department Head**:

• Movie rentals at hotels and in-flight movies

• Hairstylist, manicurist, barber, health facilities, spa expense

• Bar bills, including but not limited to consumption of alcoholic beverages from in-room mini bars.

• Personal calls from destination location phone.

• Entertainment expenses of the employee

• Purchase of clothing, briefcases, shoes, newspapers, magazines, etc.

• Interest charges on personal credit cards used for business.

• House-sitting, baby-sitting, and pet-sitting fees.

• Medical expenses

• Employees are responsible for personal property, lost or stolen, while traveling on City business.

• Parking fines, traffic violations, towing or impounding fees.

RECEIPTS

Receipts are requested for ALL items and are REQUIRED FOR ALL EXPENSES. Estimated expenses are not acceptable. Out-of-pocket expenditures such as taxis, tips, etc. should be identified separately on the Expense Report Form. A reasonable effort should be made to obtain receipts for all expenses.

Hotel Receipts

Itemized hotel receipts are necessary to fulfill documentation requirements, as well as to assist in the proper allocation of charges on the employee expense report. Credit card receipts showing only the total hotel charges are not acceptable when presented alone. If an employee takes advantage of a hotel's express check out, the employee remains responsible for obtaining an itemized hotel bill for inclusion with the Expense Report.

Car Rental Receipts

Itemized car rental receipts are required. Whenever express check-out service is used, the employee remains responsible for obtaining complete documentation.

Original Receipts

Original receipts are required for all allowable and reimbursable expenses. If the only documentation available is a copy, the employee must:

• Clearly document the reason why original receipts are not provided

• Obtain specific approval from a **Department Head**

In order to avoid duplicate reimbursement of costs, the Finance Department will compare the receipt copies to documentation the employee previously submitted. This research may delay payment of an Expense Report.

DEPARTMENT HEAD APPROVAL: SPECIAL CIRCUMSTANCES

The phrase "Department Head Approval" as written in this Travel Policy shall mean the City Manager, Finance Director, Assistant Finance Director, Depot Manager, Economic Development Director/Manager, City Planner, Police Chief, Fire Chief, Recreation Director, Human Resource Director and or Manager, City Clerk or Public Works/Community Service Director for approval of travel for the respective departments. **Department Heads** must obtain "Department Head Approval" from the City Manager for special circumstances. Where the Hapeville City Travel Policy is silent, governance will default to the State of Georgia, Statewide Travel Policy.

Appendix of Forms

Protocol for Reporting Injuries – Incidents – Accidents

Employees, full-time, part-time, or temporary, who sustain work related injuries, illnesses, or **accidents** must inform their supervisor or department **designee** immediately or as soon as possible during the same workday. Please contact Human Resources 404-669-2115 or 404-821-0090 within 24 hours or the next **business day** to ensure all documents have been completed and submitted correctly and in a timely manner. Failure to promptly report any of the above will not only jeopardize coverage, but could result in disciplinary action to the employee, supervisor, and department **designee** up to and including **termination**.

When an employee sustains an **injury**, the immediate Supervisor or department **designee** must be notified as quickly as communications can be established. The immediate Supervisor or **designee** must accompany the employee to the medical facility for initial treatment and drug testing. All life-threatening emergencies, at any time, call 911. An assessment will be performed, and you will be directed to the most appropriate medical facility.

Please follow the treatment protocol as follows:

1. **Initial medical attention, except during a life-threatening emergency, must be provided by a panel approved physician.**
2. Panel of **Physicians** must be reviewed at each **injury**, incident, **accident**. It is highly recommended for supervisors to keep a copy in their vehicle if generally work offsite.
3. If an employee needs emergency medical attention, refer or transfer to the closest/most appropriate emergency room. Remember an Emergency Room is for emergency services only and follow-up or referrals to other **physicians** will not be authorized.
4. If follow up medical care is needed, notify Human Resources and go to a panel approved **Physician** for an evaluation.
5. After an employee's initial assessment, if you wish to see another **physician**, you may choose one from the panel of approved providers, which is posted in a conspicuous location within each **department**.
6. Notify Human Resources of the course of treatment.
7. It is the employee's responsibility to comply with the **Physician's** orders.
8. When treatment is complete, some departments may require a Fitness for Duty examination. It is the responsibility of the department to notify Human Resources when the examination is required.
9. It is the responsibility of the employee to follow through with all treatment, procedures, and appointments.

10. If an employee decides to abandon a treatment plan, including missing appointments, he must sign a release form, stating that they accept full financial responsibility for any detrimental effect caused by failing to comply with the **Physician's** orders.

Any employee that is involved in an **accident** in a city vehicle while on or off duty, or a personal vehicle while performing city duties, regardless of fault, will be subject to the following:

1. 10 Panel Rapid Drug Screen
2. Breathalyzer Screening

Any employee that sustains an **accident**, **injury**, or incident while on duty shall be subject to the following protocol:

1. 10 Panel Rapid Drug Screen
2. Breathalyzer Screening – with reasonable suspicion

An authorization form is required at all treatment facilities. If Human Resources cannot be contacted to provide the authorization form, it is the supervisor's responsibility to know the appropriate test(s) to request. If in doubt, defer to the protocol on file at the treatment facility.

All employees, except those in the Police Department, must report the **accident** to the Police Department to investigate the **accident** and complete a Motor Vehicle Accident Report form. All Police Department personnel must report the accident to the Georgia State Patrol, if within Hapeville city limits, to investigate the **accident** and complete a Motor Vehicle Accident Report form. If an **accident** occurs outside of Hapeville, the local city or county may investigate.

It is the employee's responsibility to keep yourself informed of any updates or modifications to policies and procedures. All departments shall make reasonable efforts to provide, post, or circulate changes as they occur.

This notice shall serve to ensure that all work-related injuries, illnesses, or **accidents** are processed in a consistent manner.

Updated May 2025

FIRST REPORT OF WORK-RELATED INJURY

An employee should complete this form as soon as possible after an incident. ALL questions must be answered.

FULL NAME _____ DOB _____ GENDER _____

ADDRESS _____
STREET CITY GA ZIP

CELL PHONE _____ OK TO TEXT? _____ PAY RATE _____

JOB TITLE _____ DEPARTMENT _____ DOH _____

SCHEDULE (HOURS PER DAY/DAYS PER WEEK) _____

DID YOU HAVE AN INJURY OR ACCIDENT WHILE WORKING FOR THE CITY OF HAPEVILLE? _____

DATE OF INJURY _____ TIME _____ AM/PM

INJURED BODY PART (RIGHT HAND, LEFT FOOT, ETC.)? _____

WHAT TYPE OF INJURY (BURN, SPRAIN, ETC.)? _____

LOCATION OF ACCIDENT _____

WHAT WERE YOU DOING AT THE TIME OF THE ACCIDENT? HOW DID ACCIDENT OR EXPOSURE OCCUR? DESCRIBE CONTRIBUTING EVENTS, CONDITIONS, OR ACTIONS. HOW AND WHY DID ACCIDENT OCCUR? BE SPECIFIC _____

_____

_____

WHO WAS INJURY REPORTED TO? _____ DATE FIRST REPORTED _____

WAS THE PANEL OF PHYSICIANS REVIEWED? YES / NO BY WHOM? _____

DID ANYONE WITNESS THE ACCIDENT? IF SO, WHO? _____

DID YOU LEAVE WORK AS A RESULT OF INJURY? YES / NO TIME LEFT WORK _____

DID YOU SEEK MEDICAL AID? YES _____ NO _____ DID YOU RETURN TO WORK SAME DAY? YES / NO

NAME, ADDRESS & PHONE NUMBER OF TREATING PHYSICIAN _____

_____

ARE YOU EMPLOYED WITH ANY EMPLOYER OTHER THAN THE CITY OF HAPEVILLE? YES / NO

IF SO, NAME OF EMPLOYER AND POSITION HELD _____

SIGNATURE OF INJURED EMPLOYEE _____ DATE _____

SIGNATURE OF REPORTING SUPERVISOR _____ DATE _____

SIGNATURE OF DEPARTMENT MANAGER _____ DATE _____

Refusal of Medical Treatment Release Form

I, , refuse medical treatment for an accident/**injury**/incident that occurred on, and hold the City of Hapeville harmless from any damages, not limited to medical treatment, lost wages, or unforeseen causes that could result from my refusal of treatment. I understand that I am required to be screened for drugs and/or alcohol, regardless of refusal of medical treatment.

I further state that I am in a cognitive state of mind and am acting solely upon my discretion to refuse treatment and am not under coercion from any employee of the City of Hapeville.

I agree to notify my employer immediately should I choose to seek medical attention at a later date.

Employee Name:_____

Employee Signature:_____

Date:_____

Witness Name:_____

Witness Signature:_____

Date:_____

Vacation Leave Buyback Request Form

Employee Information:

Name: _____

Department: _____

Job Title: _____

Date of Hire: _____

Leave Balance information:

Current Vacation Leave Balance (hours):

Remaining Leave Balance After Buyback (hours):

Requested Buyback Amount (hours):

Hourly Rate: _____

Total Dollars: _____

Any future approved hours must be calculated into remaining balance

Acknowledgment and Certification:
I, (Employee Name), certify that I meet the eligibility criteria to sell back my Vacation leave as outlined in the City of Hapeville Vacation Leave Buy-back Policy. I understand that my request is subject to approval by my department head and Human Resources. I also understand that if this request is submitted after the end of a **pay period**, it will be processed in the next payroll cycle. I understand that amounts received pursuant to this program may impact the amounts reported to the IRS as taxable income.

Employee Signature: Date:

Department Head Approval:

I have reviewed this request and confirm that the employee meets the eligibility criteria. I approve this request for processing.

Department Head Name: _____

Signature: Date:

Human Resources Verification:

Name: _____

Signature: _____Date: _____

Holiday Leave Buyback Request Form

Employee Information:

Name: _____

Department: _____

Job Title: _____

Date of Hire: _____

Leave Balance information:

Current Holiday Leave Balance (hours):

Remaining Leave Balance After Buyback (hours):

Requested Buyback Amount (hours):

Hourly Rate: _____

Total Dollars: _____

Any future approved hours must be calculated into remaining balance
(Leave balance must cover all remaining Holidays in the calendar year)

Acknowledgment and Certification:
I, (Employee Name), certify that I meet the eligibility criteria to sell back my Holiday leave as outlined in the City of Hapeville Holiday Leave Buy-back Policy. I understand that my request is subject to approval by my department head and Human Resources. I also understand that if this request is submitted after the end of a **pay period**, it will be processed in the next payroll cycle. I understand that amounts received pursuant to this program may impact the amounts reported to the IRS as taxable income.

Employee Signature: Date:

Department Head Approval:

I have reviewed this request and confirm that the employee meets the eligibility criteria. I approve this request for processing.

Department Head Name: _____

Signature: Date:

Human Resources Verification:

Name: _____

Signature: _____Date: _____

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Travel/In-Service Training Expense Form – Example 1

Example 1

Hapeville georgia

TRAVEL/IN-SERVICE TRAINING EXPENSE FORM

EMPLOYEE NAME: _____ **DEPARTMENT:** _____ **DATE:** _____

DESTINATION: _____ **TRAINING/CONFERENCE DATE(S):** _____

DEPARTURE: _____ DATE _____ TIME **RETURN:** _____ DATE _____ TIME

TRANSPORTATION (Attach rental and or air reservation information.) Paid receipts are due upon return. **For advance mileage attach map quest mileage**			**Total Cost**	**Paid Directly to Vendor**	**Amount Advanced**	**Balance due to Employee**
No. Of Miles X		Personal Car	$ -		$ -	
	Attached Reservation	Rental Car	$ -	$	$ -	$ -
Name of airline	Attached Reservation	Air	$ -	$ -	$ -	$ -
Airtran	Attached Reservation	Shuttle	$ -	$ -	$ -	$ -
Total Transportation			$ -	$ -	$ -	$ -
PER DIEM	**Please type No. of Days**	**Rate (Please type rate)**				
Breakfast			$ -		$ -	
Lunch			$ -		$ -	
Dinner			$ -		$ -	
First/Last Day			$ -		$ -	
(varies by location: http://www.gsa.gov)			$ -	$ -	$ -	$ -
HOTEL (Attach Hotel Reservation Information for advances. Paid receipt are due upon return.)						
Hotel Name:	Cost per night	Number of nights				
Address:	$ -					
	Total		$ -	$ -	$ -	$ -
Check In Date						
Check Out Date						
REGISTRATION FEE (Attach registration information and conference brochure)						
Payee Name:						
Payee Name:						
Total conference Registration Fees				$ -	$ -	$ -
Total Travel Cost			$ -	$ -	$ -	
Amount due to Employee						$ -

ACCOUNT # _____

RECOMMENDATION: ☐ **APPROVAL** ☐ **PENDING**

Requested by: _____ Employee Signature _____ Date

AUTHORIZATION FOR REQUEST: _____ (Department Head) _____ Date

This form must be completed and returned within 10 business after the completion of travel. Otherwise advanced funds must be returned to the City.

Travel/In-Service Training Expense Form – Example 2

Example 2

Hapeville georgia

TRAVEL/IN-SERVICE TRAINING EXPENSE FORM

EMPLOYEE NAME: Sally Mae | DEPARTMENT: City Clerk's Office | DATE: 1/31/2023

DESTINATION: Jekllly Island | TRAINING/CONFERENCE DATE(S): 3/3/2023 -3/6/2023

DEPARTURE: 3/3/2023 (DATE) 3:00 PM (TIME) | RETURN: 3/6/2023 (DATE) 12:00 PM (TIME)

TRANSPORTATION (Attach rental and or air reservation information.) Paid receipts are due upon return. For advance mileage attach map quest mileage			Total Cost	Paid Directly to Vendor	Amount Advanced	Balance due to Employee
No. Of Miles X 450		Personal Car	$ 0.56		$ 252.00	
	Attached Reservation	Rental Car	$ -	$	$ -	$ -
Name of airline	Attached Reservation	Air	$ -	$ -	$ -	$ -
Airtran	Attached Reservation	Shuttle	$ -	$ -	$ -	$ -
Total Transportation			$ -	$ -	$ 252.00	$ 252.00
PER DIEM	Please type No. of Days	Rate (Please type rate)				
Breakfast	2	18	$ 36.00		$ 36.00	
Lunch	3	26	$ 78.00		$ 78.00	
Dinner	2	35	$ 70.00		$ 70.00	
First/Last Day	1	56	$ 56.00		$ 56.00	
(varies by location: http://www.gsa.gov)			$ 240.00	$ -	$ 240.00	$ 240.00
HOTEL (Attach Hotel Reservation Information for advances. Paid receipt are due upon return.)						
Hotel Name: Marriott	Cost per night	Number of nights				
Address: 1900 Blue Ridge Jekelly Island, GA 30467	$ 150.00	3				
	Total		$ 450.00	$ 450.00	$ 450.00	$ (450.00)
Check In Date						
Check Out Date						
REGISTRATION FEE (Attach registration information and conference brochure)						
Payee Name:	Georgia Municpal Association					
Payee Name:	N/A					
Total conference Registration Fees			$ 350.00	$ 350.00	$ 350.00	$ (350.00)
Total Travel Cost			$ 1,292.00	$ -	$ 1,292.00	
Amount due to Employee						$ 492.00

ACCOUNT # 100-5-1300-52817

RECOMMENDATION: ☐ APPROVAL ☐ PENDING

Requested by: _____ (Employee Signature) _____ (Date)

AUTHORIZATION FOR REQUEST: _____ (Department Head) _____ (Date)

This form must be completed and returned within 10 business after the completion of travel. Otherwise advanced funds must be returned to the City.

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Travel Reimbursement Form – Example

Example 3

Hapeville georgia

Travel Reimbursement Form

Department Name: _____ Prepared by: _____

Department Head: _____ Date Prepared: _____

Approval Signature: _____ Date to Finance: _____

Department no.	Account Code (expense Codes)	Vendor's Name	Invoice #	Due Date	Amount	Description/Comments	
100-5-1330	52678	Hilton	1001	1/31/2023	$ 500.00	GMA Annual Conference Training- Hotel Stay	Example
					$ -		

For Use by Finance Only

Date Additional Information Requested _____

Date Additional Information Received _____

Nothing in this manual is to be construed to create a contract between the City and its employees. Any benefit, rule, or provision provided in this handbook may be modified or withdrawn at any time without notice, except as provided by federal or state law.

Employee Acknowledgment Form

This Personnel Handbook describes the policies and procedures at the City of Hapeville; Georgia and I understand that I should consult Human Resources regarding any questions not answered in the Personnel Handbook. I acknowledge that I am an employee at-will and have entered into my employment with the City of Hapeville voluntarily and acknowledge that there is no specified length of employment. Any employment agreement that would alter my status as an employee at-will must be specified and executed in writing by the City Manager and myself and approved by the **City Council**. No other agreements will be enforceable or change my status as an employee at-will.

This Personnel Handbook replaces and supersedes any earlier personnel practice, policy, or guideline. However, since the policies and procedures described within this handbook are subject to change from time to time, I acknowledge that revisions may occur. I understand that such changes may supersede, modify, or revoke existing policies. The **City Council** has the power to change the policy and may do so at any time without notice.

Furthermore, I acknowledge that the Personnel Handbook is neither a contract of employment nor a legal document. I have received a copy of the City of Hapeville Personnel Handbook, and I understand that it is my responsibility to read and comply with the policies contained in the manual and any revisions made to it.

Employee Name: _____

Employee Signature: _____

Date: _____

Nothing in this manual is to be construed to create a contract between the City and its employees. Any benefit, rule, or provision provided in this handbook may be modified or withdrawn at any time without notice, except as provided by federal or state law.

Summary of Main Changes

Executive Overview

The revised Employee Handbook updates the City of Hapeville's personnel policies to improve clarity, consistency, legal compliance, and practical administration. The current redline reorganizes and simplifies several sections, removes outdated or duplicative language, updates employee benefits and leave procedures, and clarifies supervisor, employee, Human Resources, and City Manager responsibilities.

Changes at a Glance

The handbook was cleaned up for readability and consistency. The Table of Contents was updated, section numbering was revised, and several duplicated or outdated sections were removed or consolidated. Chapter 7 now follows a cleaner sequence from Military Leave through Education Pay Incentive.

1. Definitions were revised and clarified

The Definitions section was substantially cleaned up. Several definitions were revised for grammar, clarity, and consistency, including classification, demotion, disability, doctor's excuse, essential employees, modified duty, on-call, personal relationship, personnel action, physician, regular employee, seniority, workday, workplace, and worktime. Some pay-step-related language was removed or narrowed where it did not match the City's current pay structure.

2. EEO, ADA, pregnancy accommodation, and lactation policies were updated

Chapter 2 was revised to strengthen equal employment opportunity language and clarify reporting options for discrimination, harassment, and retaliation concerns. The ADA section now explains that police, fire, communications, and other public-safety applicants may complete job-related, non-medical selection tests before a conditional offer, while medical exams, qualifying psychological exams, and disability-related inquiries remain post-offer unless otherwise allowed by law. The pregnancy accommodation section now allows requests verbally or in writing.

3. Recruitment and hiring language was revised

The recruitment chapter now more clearly states that employment is at-will and that the handbook does not create a contract or guarantee of employment. This version gives the City more flexibility in posting vacancies, recruiting applicants, and modifying the hiring process based on operational needs.

4. Hiring relatives and personal relationships were strengthened

The Hiring Relatives section was revised to better address conflicts of interest, favoritism, reporting relationships, and relatives of elected or appointed officials.

5. Performance evaluation and discipline were condensed and clarified

Chapter 6 was significantly rewritten. The redline frames evaluations as a management and employee-development tool rather than a rigid process. It also clarifies that a formal evaluation is not required before coaching, corrective action, or discipline. The discipline section now focuses on documentation, progressive discipline, available disciplinary options, and appeal rights.

6. Timekeeping, attendance, overtime, and pay correction language were tightened

Clarifies that paid leave is not hours worked for overtime purposes and that overtime must be approved before it is performed. It also directs employees to Human Resources or a supervisor if they believe there is a pay discrepancy.

7. Workers' compensation and supplement language were clarified

The workers' compensation section now includes a separate subsection on compensation options during workers' compensation leave. It explains the waiting period, the general two-thirds wage benefit, and the City's ability to allow eligible accrued leave to supplement workers' compensation income benefits up to the employee's regular salary.

8. Benefits policies were updated

Chapter 7 was cleaned up and renumbered. Wellness Hours were rewritten accepting the stricter version. Education Pay Incentive now includes percentage-incentive language.

9. FMLA and leave language were revised

The FMLA section now emphasizes that FMLA is unpaid, while accrued paid leave may run concurrently with approved FMLA. It clarifies intermittent or reduced schedule leave, workers' compensation interaction, benefits during FMLA, and how FMLA time affects probationary periods. V7 language requiring an employee to elect between workers' compensation benefits or Sick/Vacation/Holiday leave during FMLA was removed.

10. Administrative leave and closure pay were clarified

11. Termination and disability retirement language were simplified

The disability retirement section was simplified. Instead of including separate carrier-specific language, the redline now refers to the Georgia Municipal Employees Benefits System disability retirement requirements.

12. Standards of conduct were revised and modernized

The Personal Appearance policy was rewritten into a practical, moderate standard for uniformed and non-uniformed employees.

13. Employee Relations chapter was shortened

Chapter 12 was reduced from a broader employee-relations chapter to a shorter chapter focused on Employee Relations, Attention and Insubordination, and Competence/Judgment/Supervision. Several prior sections were removed as duplicate.

Summary of Policy Manual Changes

- The handbook was reorganized and cleaned up for readability, with updated section numbering and a cleaner Table of Contents.
- The opening employee letter was rewritten to sound more current, clear, and connected to the updated handbook.
- Several definitions were revised for clarity and consistency, including classification, demotion, disability, doctor's excuse, essential employees, on-call, personal relationship, physician, regular employee, workday, workplace, and worktime.
- Pay-step language that did not match the City's current pay structure was removed or reduced.
- The Equal Employment Opportunity section was strengthened, especially around reporting discrimination, harassment, and retaliation concerns.
- The ADA section was updated to clarify disability accommodation procedures and to add public-safety pre-offer testing language for police, fire, communications, and similar positions.
- The pregnancy accommodation/PWFA section was updated so employees and applicants may request accommodation verbally or in writing.
- The lactation/PUMP Act policy was cleaned up and shortened while keeping the key break, space, and anti-retaliation protections.
- Recruitment and hiring language was revised to give the City more flexibility in posting, recruiting, and selecting applicants based on operational needs.
- Employment categories were rewritten to clearly separate regular full-time, part-time, temporary, and seasonal employees.
- The probationary period section was rewritten to clarify that probation is an evaluation period, not a separate employment category.
- Hiring relatives and nepotism language was strengthened, including clearer rules for relatives of elected or appointed officials and employees in the same line of authority.
- The personal relationships/fraternization policy was significantly expanded to address disclosure, prohibited conduct, management response, confidentiality, and violations.
- Performance evaluation language was condensed and made less rigid, clarifying that evaluations are a management tool and not required before coaching, corrective action, or discipline.
- The discipline and appeals chapter was reorganized, with clearer appeal rights and updated Personnel Board language.
- Timekeeping, attendance, overtime, pay correction, and deduction language was tightened, including clearer language that paid leave generally does not count as hours worked for overtime.

Summary of Policy Manual Changes

- Workers' compensation language was expanded to include compensation options, the waiting period, temporary total disability benefits, and use of accrued leave to supplement workers' compensation.
- Chapter 7 benefits were cleaned up and renumbered, including military leave, voting leave, jury duty, wellness hours, witness duty, tuition reimbursement, and education pay incentive.
- Military leave was updated from hour-based language to day-based language, using up to eighteen days of paid military leave and up to thirty days for Governor-declared National Guard emergency duty.
- Chapter 12 Employee Relations was shortened, removing repetitive language
- Chapter 13 technology/mobile phone/social media language was modernized, especially around City-issued mobile phones, privacy expectations, use while driving, and reimbursement responsibilities.



Hapeville
georgia

CITY OF HAPEVILLE

EMPLOYEE HANDBOOK

Updated and Revised: June 2018

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INTRODUCTION

This Employee Handbook will provide important information about working at the City of Hapeville, Georgia. The policies in the handbook help the City attract, develop, and retain valued employees by providing managers and supervisors with guidelines to help them ensure that employees receive fair and consistent treatment in the workplace. The handbook also explains many of the benefits of working here, explains what we expect of you, and tells you about many of our personnel rules. In addition, it is written documentation of the City's commitment to fair employment practices and equal employment opportunity.

All employees are expected to use this handbook as a source of guidance and information. The policies, practices, procedures, and benefits described herein do not create a contractual obligation on the part of the City. The City expressly reserves the right to add new policies, modify, discontinue, or otherwise change the policies, practices, procedures, and benefits outlined in this handbook at the discretion of the City. While the city recognizes the importance of having equitable personnel policies and procedures, nothing in this handbook should be construed as conveying any property rights or any expectation of continued or tenured employment.

The provisions in this Employee Handbook replace and supersede all other similar existing policies, procedures, Standard Operating Procedures (SOP), and Standard Operating Guides (SOG) to the extent that the specific policy is covered in this Handbook.

The policies contained in the Employee Handbook are for internal use only and are not intended to enlarge an employee's civil or criminal liability in any way. They should not be construed as the creation of a higher standard of safety or care in an evidentiary sense, with respect to third-party claims. Violations of these policies, if proven, can only form the basis of a complaint or disciplinary action by the City of Hapeville, and then only in a non-judicial administrative setting.

RECEIPT OF THE EMPLOYEE HANDBOOK
EMPLOYEE ACKNOWLEDGEMENT FORM

The Employee Handbook Edition Date: June 2018

This Employee Handbook is provided to you as an employee of the City of Hapeville to allow you to familiarize yourself with important information about the human resource policies of the City of Hapeville. You should consult your supervisor or the Department of Human Resources if you have questions that are not answered in this handbook.

I understand that I became an employee at the City of Hapeville, voluntarily. I understand and acknowledge that there is no specific length to my employment at the City of Hapeville and that my employment is "at will". I understand and acknowledge that "at will" means:

1. Employment is for no particular duration or rate of pay or number of hours per week;
2. I may terminate my employment at any time, with or without advance notice; and
3. The City of Hapeville may terminate my employment at any time, with or without cause or advance notice.

I understand and acknowledge that:

- The information in this handbook represents guidelines only;
- There may be changes to the information, policies, and benefits in the handbook;
- The only policy that the City will not change, or cancel is its employment-at-will policy;
- The City may add new policies (whether or not described in this handbook) as well as modify, replace, suspend, or cancel existing policies at any time;
- The City may require and/or increase or decrease contributions toward various benefit programs.

I understand and acknowledge that this handbook is not a contract of employment, neither express nor implied, between myself and the City of Hapeville; nor is this handbook a legally binding 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 all changes that may be made to it.

Employee's Name (PRINTED): _____

Employee's Signature: _____ Date: _____

CHAPTER 1: GENERAL PROVISIONS

Purpose: **The policies contained in the Employee Handbook are for internal use only and are not intended to enlarge an employee's civil or criminal liability in any way. These policies should not be construed as the creation of a higher standard of safety or care in an evidentiary sense, with respect to third-party claims. Violations of the Human Resources policies, if proven, can only form the basis of a complaint or disciplinary action by the City of Hapeville, and then only in a non-judicial administrative setting.**

Scope: **These policies apply to all employees of the City of Hapeville.**

Section

1.0 Coverage

These policies apply to all full-time, part-time, temporary, and seasonal City employees, with certain exceptions as listed below.

The following list of persons and/or positions are generally not covered by these rules and regulations of this Employee Handbook, unless specifically enumerated in a specific policy.

1. Elected officials (Mayor and City Council)
2. Members of appointed boards, commissions and committees (i.e. Alcohol Review Board, Zoning Appeal Board, Planning Commission)
3. Appointed Professional positions (i.e. City Attorney, Judges, Solicitors)
4. Persons providing contracted services (i.e. City Planner)

1.01 Administration of Policies

The Mayor and Council shall appoint the Human Resources Manager to administer these rules and regulations.

The phrase "appointing authority" shall refer to the Mayor and Council or to their designee, usually the City Manager or a department head.

1.02 Availability of Human Resources Handbook

This Employee Handbook will be maintained by the City's Human Resources office. A copy of this handbook will be issued to each City employee. Review copies will be available--at least one in each Department, one in the Human Resources office.

1.03 Policy Changes

City Officials reserve the right to change, modify, replace, interpret and/or cancel these policies at any time. Department Heads may issue additional or clarifying human resources procedures to respond to the unique needs of their Department; provided that such additional directives are reviewed by Human Resources before they are issued by any Department. The City Manager and/or the Human Resources Manager will consult with Mayor and City Council as well as the City Attorney, as appropriate. Policy changes will be communicated to the employees.

1.04 Resolving Conflicts between Law, Administrative Regulations, Administrative Directives and Contracts

In the event of conflict between law, administrative regulation, directives, and contracts, then:

1. Law takes precedence over administrative regulations. (Example: Federal and State law would take precedence over Georgia P.O.S.T. Council regulations);
2. Law of the higher jurisdiction takes precedence over law of a lower jurisdiction. (Examples: Federal law would take precedence over state law; state law takes precedence over city ordinances);
3. City-government directives take precedence over Department directives. (Example: City-wide human resources policies take precedence over Department human resources policies);
4. Contracts take precedence over written directives (Example: Insurance contract takes precedence over this handbook's description of coverage).

CHAPTER 2: **EEO**

Purpose: **The policies in this chapter are to ensure that fairness in hiring, promotion and other workplace practices be practiced and adhered to by every employee of the City of Hapeville.**

Scope: **These policies apply to all employees of the City of Hapeville.**

Section

2.00 **Equal Employment Opportunity**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the City will be based on merit, qualifications, and abilities. Except where required or permitted by law, employment practices will not be influenced or affected by an applicant's or employee's race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

The City will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination or harassment in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, department head or the Human Resources department. Employees can raise concerns and make reports without fear of reprisal. Anyone engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

> ***Discrimination*** is defined as an act based upon impermissible criteria such as race, religion, color, sex, culture, age, national origin, disability, veteran status or sexual orientation which adversely affects the employment or promotional opportunities of an individual.
>
> ***Harassment*** is defined as an act where 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

It is a violation of this policy for anyone to retaliate against an individual for opposing employment practices that discriminate based upon race, sex, age, religion, culture, color, national origin, disability, veteran status or sexual orientation or for filing, in good faith, a discrimination or harassment charge, testifying or participating in any way in an investigation, proceeding, or litigation involving harassment or discrimination.

Employees found to have knowingly made a false or malicious complaint of discrimination and/or harassment shall be subject to appropriate disciplinary action up to and including dismissal from employment with the City.

The Human Resources department has overall responsibility for assuring that the City of Hapeville is in compliance with Title VI, Title VII, the ADEA and the ADA.

Section
2.01 **Non-Harassment**

The City prohibits harassment against employees or applicants or against any individual who may conduct or have business with the City. Conduct which constitutes harassment is illegal and therefore prohibited by the City. Anyone with a complaint based upon a violation of this policy should utilize the City's Complaint Process and Procedure, Section 11.00 in this Handbook.

Harassment is defined as an act where 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Sexual Harassment is any unwelcome sexual attention, unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature when:

A. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; or

B. Submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or

C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance; or

D. Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

Prohibited conduct that constitutes harassment in violation of this policy includes, but is not limited to the following:

A. Verbal or physical conduct or expression which evidences prejudice or bias on the basis of race, sex, age, religion, culture, color, national origin, disability, veteran status or sexual orientation;

B. Verbal or physical conduct or expression which evokes negative stereotypes involving race, sex, age, religion, culture, color, national origin, disability, veteran status or sexual orientation;

C. Any of the above or any unwelcome, verbal, visual or physical conduct of a harassing nature, when a person involved feels compelled to submit to that misconduct in order to:

1. Keep such employee's position;

2. Receive appropriate pay;

3. Benefit from certain employment decisions; or

4. Such misconduct interferes with an employee's work or creates an intimidating, hostile, or offensive work environment.

Prohibited conduct that constitutes sexual harassment in violation of this policy includes, but is not limited to the following:

- Unwelcome physical contact of a sexual nature;
- Unwelcome requests for sexual acts, favors, or statements;
- Unwelcome sexual advances;
- Threatening adverse employment actions if sexual favors are not granted;
- Promising preferential treatment in return for sexual favors;
- Display of sexually suggestive objects or pictures which create an intimidating or hostile work environment.

It is a violation of this policy for anyone to retaliate against an individual for opposing employment practices that constitute harassment based upon race, sex, age, religion, culture, color, national origin, disability, veteran status or sexual orientation or for filing, in good faith, a harassment charge, testifying or participating in any way in an investigation, proceeding, or litigation involving harassment or discrimination.

Employees found to have knowingly made a false or malicious complaint of harassment shall be subject to appropriate disciplinary action up to and including dismissal from employment with the City.

2.02 Americans with Disabilities Act (ADA)

It is the policy of the City to comply with the ADA. The City prohibits discrimination against "qualified individuals with disabilities" in job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions and privileges of employment. The City will provide "reasonable accommodations" to qualified individuals with disabilities who are employees or applicants for employment, unless doing so would result in an "undue hardship" on the City. "Qualified individual with a disability" is defined as an individual who possesses the required experience, education, training and/or other requirements for the employment position that such individual holds or desires and who, with or without reasonable accommodation, can perform the essential functions of the employment position. "Reasonable accommodation" is defined as modifications or adjustments made for the known disability of an employee or applicant by structuring the job or the work environment in a manner that will enable the person with a disability to perform the "essential functions" of a job (i.e. the basic duties that an employee must be able to perform, with or without reasonable accommodation, where performing the function is the reason the position exists, to the extent that nonperformance of the function alters the nature of the position). Reasonable accommodation includes, but is not limited to, modifying written or oral examinations; making facilities accessible; adjusting work schedules; restructuring jobs; and providing assistive devices and/or services. "Undue hardship" is defined as an action requiring significant difficulty or expenses, when considered in light of the nature and cost of the accommodation in relation to the size, resources, nature and structure of the employer's operation.

Anyone with a complaint based upon a violation of this policy should utilize the City's Complaint Process and Procedure, Section 11.00 in this Handbook.

Prohibited conduct that constitutes discrimination and violation of this policy includes, but is not limited to the following:

- Asking applicants if they are disabled or about the nature or severity of a

disability;

- Making pre-employment inquiries about the medical/psychological status of an applicant;
- Requiring an applicant to take a medical examination before making a job offer;
- Inquiring if an applicant has previously filed a workers' compensation claim;
- Refusing to hire a qualified applicant or retain an employee because reasonable accommodation is required for the individual to perform the job, except when such act would cause an undue hardship or would result in a "direct threat" (a significant risk to the health or safety of the individual or others, which cannot be eliminated by reasonable accommodation) to the employee or others;
- Failing to interview or test a qualified applicant because of his or her disability;
- Rejecting a qualified applicant because he or she has a condition or illness which is, or is perceived to be, likely to become a disability at some time in the future.

The City may require a pre-employment medical and/or psychological examination only after an offer of employment has been made to a job applicant and prior to the commencement of the employment duties of such applicant and may condition an offer of employment on the results of such examination. Such pre-employment examination may only be required if provided to all job applicants in the same job category regardless of disability.

It is a violation of the ADA and this policy for anyone to retaliate against an individual for opposing employment practices that discriminate based on disability or for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, or litigation under the ADA. The City of Hapeville expressly prohibits such retaliation.

CHAPTER 3: EMPLOYMENT

Purpose: **The policies in this chapter are to provide a recruitment and selection process that promotes equal employment opportunity for all applicants and provide departments with qualified applicants in a timely manner.**

Scope: **These policies in this chapter apply to all employees of the City of Hapeville.**

Section

3.00 Nature of employment

Employment with the City is voluntarily entered, and the employee is free to resign at will at any time. Similarly, the City may terminate the employment relationship at will at any time, with or without cause.

However, regular full-time employees who are dismissed for cause are entitled to the benefits of the Appeal process. Except for financial, nonperformance-related reasons, regular full-time employees may only be dismissed for cause.

The policies set forth in this Handbook are not intended to create a contract of employment between the City and any of its employees, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the City and any of its employees. The provisions of this Handbook may be amended, revised, superseded or revoked at any time, at the sole discretion of the Mayor and Council.

The provisions contained in this Handbook supersede all existing policies and practices and may not be amended or added to without the express written approval of the Mayor and Council. No promise, representation, practice, action, inaction or comment by any city employee, officer, elected official or agent shall work to amend the provisions of these rules.

3.01 Employment Opportunities

The recruitment, selection, appointment and promotion of employees shall be conducted in such a manner as to promote equal employment opportunity for all persons without regard to race, age, color, creed, sex, national origin, or political affiliation.

I. Vacant positions

Department heads shall be responsible for notifying the Human Resources personnel of vacant, or soon to be vacant, authorized positions in their respective departments. The notification shall include the class title and salary range. As far as practical, vacancies may be filled by promotion of employees of the City. Notice of vacancies is routinely announced to city employees; internal vacancy announcements should be posted for at least three (3) workdays in a specified location and external vacancies should be posted for at least (2) two weeks in a specified location.

II. Recruitment for vacant positions

All full-time vacancies should be publicized by the Human Resources department, by posting announcements and by other means as necessary to ensure obtaining well-qualified candidates for the positions. The announcement should specify the title and salary range of the vacant position, any minimum qualification requirements, manner of making application, the final date on which applications shall be received, and other pertinent information. Every reasonable effort shall be made to publicize vacancies, so that all interested persons are informed, and qualified persons are attracted to compete.

III. Application forms

Applications shall be made on the city application forms. Such forms shall include information covering training, experience and other pertinent factors. All applications shall be signed by the person applying.

IV. Disqualification

Applicants may be removed from further consideration by the Human Resources department if the applicant:

(1) Does not meet the minimum qualifications established for the position;

(2) Has a disability for which reasonable accommodation cannot be made that would prevent satisfactory performance of the duties of the position;

(3) Has made false statements of material fact, or practiced deception in his application;

(4) Is addicted to the habitual use of drugs or intoxicating liquors;

(5) Has an unsatisfactory employment record of such a nature as to demonstrate unsuitability for employment;

(6) Has been convicted of a (i) felony or (ii) a misdemeanor involving moral turpitude; or

(7) Has failed to submit or properly complete an application within the prescribed time limit.

V. Selection and appointment

The Human Resources department shall review all applications for employment to determine whether the applicant meets the established standards for employment. Such information may be required as is necessary to make such determination. When appropriate, examinations may be used which may be written or oral or a combination of these. Such tests should be practical in character and should relate to the duties and responsibilities of the position for which the applicant is being examined.

Within thirty (30) days of receiving notice of a vacant position, the Human Resources department, using the methods cited above, shall provide the appointing authority with a list of certified eligible candidates.

The appointing authority shall continue the selection process from this list. The appointing authority shall conduct its selection process in an unbiased fashion, giving due consideration to the totality of circumstances, and in all cases, attempt to employ the most qualified candidate.

VI. Emergency appointment

When an emergency involving the serious impairment of the public business makes it impossible to fill a vacant position by normal procedure, the department head, with the approval of the Human Resources department, may appoint any qualified person to such position on a temporary basis to prevent stoppage of public business or loss, or serious inconvenience to the public. Such an appointment shall be for a period not to exceed thirty-one (31) days, during which time the normal selection procedures would be followed to fill the position permanently.

3.02 Outside employment

Employees may hold outside jobs as long as they meet the performance standards of their job with the city. Employees should consider the impact that outside employment may have on their health and physical endurance. All employees will be judged by the same performance standards and will be subject to city scheduling demands, regardless of any existing outside work requirements.

If the City determines that an employee's outside work interferes with performance or the ability to meet the job requirements of the city as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the City.

Outside employment that constitutes a conflict of interest is prohibited. An employee may not receive, directly or indirectly, any income or material gain from any individual outside the City for any material produced or any service rendered in the performance of his or her job with the City.

3.03 Work schedules

Work schedules for employees vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Chapter 4: **STAFFING AND CLASSIFICATION**

Purpose: **The policies in this chapter are to clarify the definitions of employment classifications so that employees understand their employment status and eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment relationship at will at any time is retained by both the employee and the City of Hapeville.**

Scope: **These policies apply to all employees of the City of Hapeville.**

Section

4.00 Employee Medical Examinations

To help ensure that employees are able to perform their duties safely, medical examinations may be required.

After an offer has been made to an applicant entering a designated job category, a medical examination may be performed at the City's expense by a health professional of the City's choice. The offer of employment and assignment to duties is contingent upon satisfactory completion of the exam.

Information on an employee's medical condition or history will be kept separate from others employee information and maintained confidentially.

4.01 Immigration Law Compliance

The City is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the City within the past three (3) years, or if their previous I-9 is no longer retained or valid.

Employees with questions on immigration law issues are encouraged to contact the Human Resources department. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

4.02 Employment Categories

It is the intent of the City to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, except as otherwise specified herein, the right to terminate the employment relationship at will at any time is retained by both the employee and city.

Each employee is designated as either nonexempt or exempt from federal and state wage and hour laws. Nonexempt employees are entitled to overtime pay under the specific

provisions of federal and state laws. Exempt employees are excluded from specific provisions of federal and state wage and hour laws.

In addition to the above categories, each employee will belong to one other employment category:

Department heads are the City Manager, Chief of Police, the Fire Chief, the Community Service Director, and the Recreation Manager. Generally, they are eligible for the City's benefit package, subject to the terms, conditions, and limitations of each benefit program. Employees in this category are not regular full-time employees, as that term is defined herein. This definition shall apply only to these rules and shall not affect or control actual administrative responsibility or authority. Nothing herein requires the City to fund or fill any of these positions. Department heads are not eligible for personnel board appeals of employment decisions and are at-will employees who may be terminated with or without cause by a majority vote of the Mayor and Council.

Full-time employees are those who are not in a temporary or probationary status and who are regularly scheduled to work the City's full-time schedule. Generally, they are eligible for the City's benefit package, subject to the terms, conditions, and limitations of each benefit program. In addition, if they are dismissed for cause, they are entitled to appeal rights as provided in Section 11.02 and the following sections.

Part-time employees are those who are not assigned to a temporary or probationary status and who are scheduled to work less than thirty (30) hours per week. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for all of the City's other benefit programs.

Probationary employees are those whose performance is being evaluated to determine whether further employment in a specific position or with the City is appropriate. Employees who satisfactorily complete the probationary period will be notified of their new employment classification. If the individual is a new employee and is on probationary status then they will receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are eligible for all of the City's other benefit programs on the first of the month after thirty (30) days of employment.

Temporary employees are those who are hired as interim replacements, to temporarily supplement the workforce, or to assist in the completion of a specific project. Employment assignments in this category are of limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified in writing of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of the City's other benefit programs.

Seasonal employees are those who have established an employment relationship with the city but who are assigned to work on an intermittent and/or unpredictable basis. While they receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of the City's other benefit programs.

(Ord. No. 2000-09, § 1, 3-7-2000)

4.03 Employment reference checks

To ensure that individuals who join the City are well qualified and have a strong potential to be productive and successful, it is the policy of the City to check the employment references of all applicants. The Human Resources office will respond in writing only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

4.04 Employment applications

The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the city's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

4.05 Hiring Relatives

The employment of relatives in the same department of any organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Relatives of elected or appointed officials or of persons currently employed by the City may be hired only if they will not be working in the same department, will not be directly supervising a relative, and will not occupy a position in the same line of authority within the organization. This policy applies to any relative, higher or lower in the organization, who has the authority to [review] employment decisions. City employees cannot be transferred into such a reporting relationship.

If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred. A transfer is contingent upon a substantially similar position being available. If that decision is not made within thirty (30) calendar days, management will decide based upon the needs of the organization which employee is transferred and where if a substantially similar position is available to accommodate a transfer. If there is no substantially similar position, the employee to be transferred may be released from duty.

In cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment based upon the needs of the organization. If no substantially similar position is available and transfer is required, the employee to be transferred may be released from duty.

For the purposes of this policy, relatives are deemed to include spouses, parents, children, brothers, sisters, brothers and sisters-in-law, fathers and mothers-in-law, nieces and nephews, stepparents, stepbrothers, nieces and nephews, stepparents, stepbrothers, stepsisters, stepchildren, grandparents and grandchildren.

(Ord. No. 2000-20, § 1, 8-1-2000)

4.06 Breaks in Service

A regular status employee, who separates employment from the City in good standing and is eligible for re-employment, may be re-employed. An employee who returns within two years of service shall receive previous service credit for their previous full-time term. The employee, however, will return in the probationary status and benefits will accrue based on total years of service. Persons re-employed after a period of absence greater than two years will be treated as a new employee. The date of employment will be counted from the date of rehire.

4.07 Probationary Period

The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits, and overall performance. Except as otherwise provided herein, either the employee or the City may end the employment relationship at will at any time during or after the probationary period, with or without cause or advance notice.

All new and rehired employees work on a probationary basis for the first one hundred eighty (180) calendar days after their date of hire. Employees who are promoted or transferred within the City must complete a second probationary period of the same length with each reassignment to a new position. Any significant absence will automatically extend a probationary period by the length of the absence. If the City determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for a specified period, upon recommendation by the department head and concurrence by the Human Resources department.

In cases of promotions or transfers within the City, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the second probationary period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and the City's needs.

Upon satisfactory completion of the initial probationary period, employees shall be classified in one of the other employment classifications.

During the initial probationary period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and social security. After completion of probation, they may also be eligible for other city-provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

Benefits eligibility is not changed during the probationary period that result from a promotion or transfer within the City.

4.08 Performance Evaluation

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations should be conducted at

the end of an employee's initial period in any new position. This period, known as the probationary period, allows the supervisor and the employee to discuss the job responsibilities, standards, and performance requirements of the new position. Additional formal performance reviews are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Merit-based pay adjustments may be periodically awarded by the City to recognize truly superior employee performance. The decision to award such an adjustment is dependent upon numerous factors, including the information documented by the performance review process.

4.09 Promotion

An employee who is promoted should have his salary raised according to years of service, to the lowest step of the range for the class of his new position which will affect an increase in his salary at least as great as a full step in his previous salary range.

4.10 Demotion

When an employee is demoted, he shall be paid at a rate which is within the range of the lower position. The rate of pay shall be set by the appointing authority, taking into consideration the circumstances surrounding the reasons for the demotion, as well as the employee's length of service, and service record with the City.

4.11 Classification Plan; definitions

The classification plan is the systematic grouping of positions into appropriate classes:

(1) A position is a group of currently assigned duties and responsibilities requiring the full-time or part-time employment of one (1) person. A position may be occupied or vacant.

(2) A class is a group of positions (or one (1) position) that:

a. Has similar duties and responsibilities;

b. Requires like qualifications; and

c. Can be equitably compensated by the same range of pay.

(3) The class title is the official designation or name of the class, and it shall be used on all personnel records and transactions.

4.12 Use of class specifications

Specifications should be interpreted in their entirety and in relation to others in the classification plan. Particular phrases or examples should not be isolated and treated as a full definition of class. Specifications are descriptive and explanatory of the kind of work performed and not necessarily inclusive of all duties performed.

4.13 Maintenance of classification plan

The Human Resources department, working with the Mayor and Council, shall maintain the classification plan, so that it will reflect the duties performed by each employee in the classified service. The administrator of the Human Resources department should

periodically review the entire classification plan and recommend appropriate changes in allocations or in the classification plan.

4.14 Allocation of positions

When a new position is established, or duties of an existing position change, the department head involved shall submit in writing a position description stating the duties and responsibilities of the position. The Human Resources department shall investigate the actual or proposed duties and recommend to the Mayor and Council the appropriate class allocation or the establishment of a new class. The Mayor and Council shall approve or change such recommendations and allocate the position to a class.

4.15 Classification plan in effect

The classification plan shall be considered a part of this section and shall have the same force and effect as these personnel rules and regulations. The plan is directory only and does not constitute a contract or promise to any employee to pay any increases scheduled therein. A copy of the classification plan shall be maintained by the Human Resources department.

Chapter 5: **COMPENSATION**

Purpose: **To define the policies in this chapter the City of Hapeville with respect to wage and salary administration. The City of Hapeville is committed to maintaining salary levels that are internally equitable, externally competitive, and in compliance with all applicable laws and regulations.**

Scope: **These polices apply to all employees of the City of Hapeville.**

Section

5.00 **Pay plan**

The pay plan includes the adopted salary schedule, and the schedule of salary ranges, consisting of rates of pay for all classes of positions included in the classification plan. The plan is directory only and does not constitute a contract or promise to pay any employee any increase scheduled therein. The pay plan shall be considered a part of this section and shall have the same force and effect as these rules.

The pay plan referenced in these sections is not set out at length herein but is on file and available for inspection in the office of the Human Resources department.

5.01 **Maintenance of the pay plan**

The pay plan is intended to provide fair compensation for all classes in the classification plan, considering range of pay for other classes, rates of pay for comparable services in private and public employment in the area, cost of living data, other benefits received by employees, the City's financial condition and policy, and other factors. The Human Resources department shall, when directed by the Mayor and Council, make or cause to be made comparative studies of all factors affecting the level of salary ranges. Based on conclusions reached through such studies, the Human Resources department should recommend to the Mayor and Council changes in salary ranges, as appropriate.

5.02 **Entrance Salary**

The minimum rate established for the class is the normal hiring rate. An employee seeking a voluntary transfer from one position to another, which second position is of a lower class, shall be paid according to the scale of the class of the new position, as modified by the step increases received by virtue of prior uninterrupted service. Appointments, under special conditions and subject to the prior approval of the mayor and council, may be made above the minimum rate when such action is determined to be necessary in the best interest of the City. Approval will be based on such conditions as shortage of qualified applicants available at the minimum step; qualifications of the applicant being in excess of the requirements for the class.

5.03 **Salary Reviews**

When funds have been specifically allocated in the budget for such purposes, salary increases may be granted to specific classes of employees, upon the recommendation of the Human Resources department and approval of the Mayor and Council.

5.04 Pay Plan in force

The pay plan shall be considered a part of this section and have the same force and effect as these personnel rules and regulations.

5.05 Timekeeping

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require the City to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

The City does not intend to indicate that dedication to your job is not appreciated. However, federal overtime laws mandate that overtime must be paid, thus having an impact on budget projections. Therefore, it is important that you comply with these rules.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons.

Overtime work must always be approved before it is performed. Failure to receive authorization to work overtime may result in disciplinary action. Overtime for certain situations may be preapproved by your supervisor.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Except for police employees, who shall follow the instructions of the shift commander, nonexempt employees should not report to work prior to their scheduled starting time nor stay after their scheduled stop time without expressed, prior authorization from their supervisor.

5.06 Paydays

All employees are paid biweekly.

In the event that a regularly scheduled payday falls on a day off (e.g., a weekend or holiday), employees will normally receive pay on the last day of work before the regularly scheduled payday.

5.07 Direct Deposits

Participation in the direct deposit program is mandatory for all city employees. All pay-related items, such as allowances and reimbursements, will flow through the regular pay cycle. An employee's final check upon the end of employment will be a direct deposit check, unless the employee has not returned all city property upon termination.

5.08 Severance pay

The City does not grant severance pay to employees whose employment is terminated. However, the City reserves the right to make exceptions to this policy in its sole and absolute discretion.

5.09 Pay advances

Neither pay advances nor extensions of credit on unearned wages can be provided to employees. If a regular payday falls during an employee's vacation, the employee's paycheck will be direct deposited and pay stub will be available upon his or her return from vacation.

5.10 Administrative pay corrections

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

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the city so that corrections can be made as quickly as possible.

Once underpayments are identified, they will be corrected as soon as possible, but usually no later than the next regular paycheck.

Overpayments will also normally be corrected in the next regular paycheck unless this presents a burden to the employee (where there is a substantial amount owed). In that case, the city will attempt to arrange a schedule of repayments with the employee to minimize the inconvenience to all involved.

5.11 Pay deductions and setoffs

The law requires that the City make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes.

Pay setoffs are pay deductions taken by the City, usually to help pay off a debt or obligation to the city or others.

If you have questions concerning why deductions were made from your pay check or how they were calculated, your supervisor can assist in having your questions answered.

5.12 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. Department heads may preapprove situations in which overtime may be required. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. As required by law, overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

5.13 Workers' Compensation

The City of Hapeville strives to assist job-related injured workers in receiving immediate and quality medical care, to administer workers' compensation claims from the initial injury until the closing of the claim, and to safely return lost-time employees to productive employment. We believe that a healthy, safety conscious and productive company is the result of healthy, safety conscious and cooperative employees.

All employees are covered by the Georgia Workers' Compensation Act. If an employee is involved in any type of incident or accident where such employee is injured while working for the City, the employee must immediately notify the employee's supervisor of the injury.

All injuries should be reported to the employee's supervisor, regardless of whether the employee believes the injury is serious

The supervisor shall complete all First Report of Injury Forms completely and accurately within 24 hours of the report from the employee and submit the same to the Department of Human Resources. If an employee needs immediate medical attention, the supervisor must complete the First Report of Injury Form immediately and submit same to the Department of Human Resources.

The Reporting Supervisor will ensure that the injured employee is taken to our medical facilities listed and approved on the City's Panel of Physicians.

An injured employee may not be covered by workers' compensation if such employee is not treated by a physician or medical facility on the City's Panel of Physicians.

Failure to comply with the City's Alcohol and Drug Abuse Policy or the Alcohol and Drug Testing Procedure may adversely affect the employee's rights under worker's compensation.

Neither the City nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the city.

Compensation options during Workers Compensation

If an employee is out of work for more than seven days due to the work-related injury, then the employee may be eligible to receive Temporary Total Disability benefits from the State. The employee will receive two-thirds of their average weekly wage, but not more than the maximum rate provided by the Workers' Compensation Act at the time of injury.

The City will allow the employee to receive a salary supplement up to their regular salary in addition to the Workers' Compensation benefits by utilizing their accumulated annual and/or sick leave but not to exceed sixty (60) calendar days. If the employee is still out due to work-related injury, on the sixty-first (61) day the employee would only receive the benefits from the Worker's Compensation program.

Chapter 6: **BENEFITS**

Purpose: **The purpose of the policies in this Chapter is to define the employee benefits provided to City of Hapeville employees and the responsibilities for administration.**

Scope: **These policies in this chapter apply to all employees of the City of Hapeville.**

Section

6.00 Employee Benefits

Eligible employees of the City are provided a wide range of benefits. Many of the programs (such as social security, workers' compensation, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs may be available to eligible employees:

- Bereavement leave
- Membership in a credit union
- Holiday pay
- Jury duty leave
- Medical insurance
- Military leave
- Pension plan
- Sick leave benefits (short-term disability)
- Vacation benefits
- Voting time off
- Witness duty leave

Some benefit programs require contributions from the employee, but most are fully paid by the City. The City reserves the right to expand or withdraw the availability of benefits at any time.

6.01 Major medical insurance

The City currently provides major medical insurance to all eligible employees.

Eligible employee's classification(s):

- Department heads
- Full-time employees

The terms and conditions of the currently available policy can be reviewed with the Human Resources department.

The City reserves the right, at any time, to change, modify or eliminate any coverage, terms, conditions or other items related to this benefit and no contractual right shall accrue to any employee for the continuation of any coverage or level of coverage, deductible amount, copay amount or type of coverage, as the city reserves the right to amend or modify such at its discretion.

6.02 Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) may give employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the city's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pre-pays the full cost of coverage at the City's group rates plus an administration fee. Failure to pre-pay premium amounts shall result in a loss of coverage and the city shall have no obligation to pay these amounts on the employee's behalf.

The City provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the city's health insurance plan. The notice contains important information about the employee's rights and obligations.

6.03 Vacation Benefits

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classifications are eligible to earn and use vacation time as described in this policy:

- Department heads
- Full-time employees

The amount of paid vacation time employees receives each year increases with the length of their employment as shown in the following schedule:

VACATION EARNING SCHEDULE

Years of Eligible Service	Vacation Hours Biweekly	Maximum Earned Days	Vacation Weeks Annually, Fire Dept.
0 to 9	3.08	10 days	2
10 to 19	4.62	15 days	3
20	6.15	20 days	4

(The column labeled "Vacation Hours Biweekly" shall not apply to the fire department.)

For the purposes of this section, for fire department employees, a "week" shall equal one (1) seven-day period.

The length of eligible service is calculated based on a "benefit year." This is the twelve-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.) Fire Department employees accrue time proportional to their length of service.

Vacation leave may only be used after accrual, and no employee shall utilize annual leave that has not yet been earned.

Except for the fire department, paid vacation time can be used in minimum increments of one (1) hour. Fire department employees may take vacation only in one-week increments, except for extraordinary circumstances as approved by the chief. To take vacation, employees should request advance approval from their immediate supervisors. Requests will be reviewed by department heads based on several factors, including business needs, seniority, and staffing requirements.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. If the total amount of unused vacation time reaches a "cap" equal to two (2) times the annual vacation amount of the employee in question, further accrual will stop. When the employee uses paid vacation time and brings the available amount below the cap, thereafter vacation accrual will begin again.

Upon termination of employment, employees will be paid for accrued unused vacation time that has been earned through the last day of work.

No employee shall be allowed to work with the City during vacation leave and receive additional pay.

This leave shall only be earned while an employee is in service. Except for sick leave and vacation leave, employees utilizing other leave benefits shall not accrue vacation leave during the duration of the leave.

6.04 Sick leave benefits

The City provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries resulting from causes beyond the employee's control; or for medical or dental examinations or treatments for which arrangements cannot be made outside working hours.

Eligible employee classification(s):

- Full-time employees
- Department Heads

Eligible employees may accrue sick leave benefits at the rate of up to ninety-six (96) hours per year ((3.69) hours for every biweekly period of service). For fire department employees, twelve (12) twenty-four-hour "days," accrued at one-half (0.5) twenty-four-hour days per biweekly period of service, may be earned. Sick leave benefits are calculated based on a "benefit year," the twelve-month period that begins when the employee starts to earn sick leave benefits.

Employees, except for the Fire Department personnel, may accumulate sick leave up to a maximum of one thousand forty (1,040) hours, after reaching that amount, no sick leave shall accrue until after the total account balance shall have been reduced to less than one thousand forty (1,040) hours. Fire Department personnel who work shifts may accumulate sick leave up to maximum of one thousand four hundred and forty (1440) hours. The maximum accrual will be six (6) months.

No sick leave shall accrue during any biweekly period in which the employee is absent the entire period and utilizing sick leave benefits.

Paid sick leave can be used in minimum increments of one (1) hour. Eligible employees may use sick leave benefits for an absence due to their own illness or injury or that of a family member who resides in the employee's household provided that such illness or injury reasonably obligates the employee to be elsewhere.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. Failure to do so may be cause for denial of sick leave with pay for that day and for each subsequent day that prior notification has not been given. Special consideration will be given for emergency situations.

The direct supervisor must also be contacted on each additional day of absence. Supervisors may, under proper circumstances, relieve employees from the obligation to make such contact for extended sicknesses.

If an employee is absent for three (3) or more consecutive days due to illness or injury, a physician's statement must be provided verifying the disability and its beginning and expected ending dates. Physician statements must also be provided for sick leave requests of any length if the employee has been notified that, due to frequent or habitual use of sick

leave, such will be henceforth required. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits.

Before returning to work from a sick leave absence of thirty (30) calendar days or more, an employee must provide a physician's verification that he or she may safely return to work.

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

Unused sick leave benefits will be allowed to accumulate as stated below.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other absence. Misrepresentations about the use of this leave is a serious matter and will result in disciplinary action.

Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment.

Transitory rules:

(1) Any employee with unused sick leave at the end of his or her tenure with the city will be allowed one (1) of the following options:

   a. Take early retirement equivalent to the amount of unused sick leave; or

   b. Add unused sick leave to years of service for retirement computations; provided, however, all employees with an employment date of on or after January 3, 1990, may not choose option a.

(2) Eligible employees hired before September 1, 1994, shall be allowed an unlimited accrual of sick leave.

During the time frame provided herein, all full-time employees shall be temporarily eligible for an incentive bonus procedure based on sick leave benefits used. This experimental incentive bonus shall terminate on November 30, 2001, unless the Mayor and Council of the City of Hapeville, Georgia, elect to continue the program.

Eligible employees will receive an incentive bonus, for which they qualify, to be paid on the first or second work Friday in the month of December during each year the program is in place.

Payments shall be made based on sick leave benefits used as follows:

	Number Sick Days Used this Period	Hours to Be Paid
May 1, 2000 thru November 30, 2000	0 1 2 3	40 32 24 16
December 1, 2000 thru November 30, 2001	0 1 2 3	40 32 24 16

Eligible employees who have properly scheduled time off from work may use earned compensatory time or vacation time during a period of illness for which the employee is absent from work due to personal or family illness.

(Ord. No. 2000-15, § 1, 5-2-2000)

6.05 Holidays

(a) The city will grant holiday time off to all employees for the holidays listed below:

(1) New Year's Day (January 1);

(2) Martin Luther King, Jr. Day (January 15);

(3) Good Friday (Friday before Easter);

(4) Memorial Day (last Monday in May);

(5) Independence Day (July 4);

(6) Labor Day (first Monday in September);

(7) Veterans' Day (November 11);

(8) Thanksgiving Day (fourth Thursday in November);

(9) Day after Thanksgiving;

(10) Christmas Eve (December 24);

(11) Christmas Day (December 25);

(12) Personal Day (see below).

(b) According to applicable restrictions, the City will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

(1) Eligible employee classification(s):

- Full-time employees
- Department Heads

(2) A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

(3) If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave), the employee will be ineligible for holiday pay. Employees may, with advance arrangements, schedule vacations around holidays.

(4) If an eligible employee works on a recognized holiday, he or she will receive holiday pay at straight-time rate plus one time-in- half for the hours worked on the holiday at the discretion of the city. **NOTE: Exempt employees are not eligible for one and one-half (1½) pay.**

(5) Each eligible employee who otherwise qualifies to utilize vacation pay shall be allowed, as a holiday, one (1) day during each calendar year for a personal holiday. The use of this day shall be under the same restrictions as other "vacation" time."

(Ord. No. 97-02, 6-3-1997; Ord. No. 2000-07, § 1, 3-7-2000)

6.06 Bereavement Leave

If an employee wishes to take time off due to the death of an immediate family member, the employee should notify his or her supervisor immediately.

Up to three (3) consecutive calendar days or of paid bereavement leave for each qualifying death will be provided to eligible employees in the following classifications:

- Full-time employees
- Department Heads

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with the supervisor's approval, use any other available paid leave, except sick leave, for additional time off as necessary.

The City defines "immediate family member" as the employee's spouse, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

6.07 Time off to vote

The City encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees can find time to vote either before or after their regular

work schedule. If employees are unable to vote in an election during their nonworking hours, the city will grant up to two (2) hours of paid time off to vote.

Employees who know that they will be required to remain on duty for the protection of health, life, or safety of the public during the entire time the polls are to be open should apply for an absentee ballot to avoid the need to miss work. Employees who can't make other arrangements should request time off to vote from their supervisor at least two (2) working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

6.08 Jury Duty

The City encourages employees to fulfill their civic responsibilities by serving jury duty when required. All regular full-time employees called for Jury Duty will be granted a leave of absence with pay for the period of the jury service. However, in order to receive full pay, the employee will have to turn in Jury Duty check to Human Resources.

To be eligible for jury duty pay, employees must submit the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

The City will continue to provide health insurance benefits for the full term of the jury duty absence. Vacation, sick leave, and holiday benefits will continue to accrue during jury duty leave.

6.09 Witness Duty

The City encourages employees to appear in court for witness duty when subpoenaed to do so.

If employees have been subpoenaed as witnesses by or on the behalf of the City or by any party in a criminal proceeding, they will receive regular paid time off for the entire period of witness duty.

Otherwise, employees will be granted a maximum of sixteen (16) hours of paid time off per calendar year to appear in court as a witness. Any compensation received from the court or other party during this period must be remitted to the city. If under subpoena, employees will be paid at their base rate and are free to use any remaining paid leave benefits (e.g., vacation leave) to receive compensation for any period of witness duty absence that would otherwise be unpaid.

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence.

The employee is expected to report for work whenever the court schedule permits. This section shall not apply to certified employees of the police department who shall follow the rules of the police department.

Chapter 7: **RECORD KEEPING**

Purpose: **The policies in this section are to establish guidelines for the collection, storage, and maintenance of employee records, as well as public access to such records.**

Scope: **These policies in this chapter apply to all employees of the City of Hapeville.**

Section

7.00 **Nondisclosure**

While most of the information in city hall may be public records, it is imperative that employees follow proper procedures for the release of such information. The protection of city records and information is vital to the interests of the City. Such information includes, but is not limited to, the following examples:

- Personnel files
- Public records
- Individual compensation data
- Customer lists
- Financial information
- Labor relations strategies
- Pending projects and proposals

All employees may be required to sign a nondisclosure agreement as a condition of employment. Any employee who discloses information, without proper authorization or following established city procedures, will be subject to disciplinary action, up to and including possible termination of employment and legal action, even if he or she does not actually benefit from the disclosed information or if the information may be legally available through proper channels.

7.01 **Access to personnel files**

The City maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of the City, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the City who have a legitimate reason to review information in a file are allowed to do so. However, such records must be disclosed to interested parties under Georgia Law upon proper request.

Employees who wish to review their own file should contact the Human Resources department. With reasonable advance notice, employees may review their own personnel files in the City's offices and in the presence of an individual appointed by the city to maintain the files. You will have no right to remove any item from your file.

7.02 Personnel data changes

It is the responsibility of each employee to promptly notify the City of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should always be accurate and current. All official notices given by the City shall be sent to this address, and failure to keep the city advised of current address may result in notices being sent to the wrong address.

Chapter 8: **TERMINATIONS**

Purpose: **The purpose of the policies in this section are to provide direction regarding the various types of separations that can occur from employment with the City.**

Scope: **These policies in this chapter apply to all employees of the City of Hapeville.**

Section

8.00 **Employment termination**

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- ***Discharge:*** Employment termination initiated by the city.
- ***Layoff:*** Involuntary employment termination initiated by the city for non-disciplinary reasons.
- ***Medical termination:*** Employment termination initiated by the employee or by the city when an employee is unable, for health reasons, to continue to work.
- ***Resignation:*** Employee termination initiated by an employee who chooses to leave the city voluntarily.
- ***Retirement:*** Voluntary retirement from active employment status initiated by the employee.

The City will generally schedule pre-termination interviews preceding or on the same day as employment termination. The interview will afford an opportunity for the employee and department head or other supervisor to discuss such issues as: reason for termination, if any; employee defenses or reasons for employee conduct; employee factors in mitigation; employee benefits; benefit conversion privileges; repayment of outstanding debts to the City; and/or return of city-owned property as may be relevant. Suggestions, complaints, and questions can also be voiced. Further, COBRA and the continuation of other benefits post-separation shall be discussed at a post-separation exit interview in accordance with Section 8.01.

(Ord. No. 2002-02, § 1, 2-5-2002)

8.01 **Resignation**

Resignation is a voluntary act initiated by the employee to terminate employment with the City. The City requests at least two (2) weeks' written resignation from all employees, with an exception of Department Heads, which requires at least four (4) weeks written resignation. Failure to give notice in a timely manner may affect your reemployment status.

Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

If an employee does not provide advance notice as requested, the employee will be considered ineligible for rehire.

Any employee who without valid reason fails to report to work for three (3) consecutive workdays without authorized leave shall be separated from the payroll and reported as a voluntary resignation.

8.02 Exit interview

All employees being separated from the city service shall be given an opportunity to have an exit interview with an agent of the Human Resources department, a report of which shall be made to the City Manager.

8.03 Disability and retirement

An employee may be separated for disability when he cannot perform the required duties, or when continuance on the job is a danger to himself or others.

Action may be initiated by the employee at his/her expense, or the city at its expense, but in all cases, it must be supported by medical evidence acceptable to the Human Resources department and social security per requirement. When an employee meets the conditions set forth in the Mass Mutual Retirement, he/she may retire and shall receive compensation due in accordance therewith.

The mandatory retirement age for employees in the City is set at seventy (70). Employment may be extended beyond seventy (70), if recommended by the Human Resources department and approved by the Mayor and Council. Standards for a recommendation of extension shall be based on such things as: necessity, in order to accomplish recruitment or training of personnel to fill the vacancy and/or to maintain or increase operations productivity. Prior to reaching a decision to extend employment, a physical examination, at the City's expense, may be required.

Chapter 9: **ATTENDANCE CONTROL AND LEAVE OF ABSENCES**

Purpose: **The policies in this chapter are to set City of Hapeville's statement of policy and procedures for handling employee's leaves of absence with and/or without pay as well as leave donations.**

Scope: **These policies in this chapter apply to all employees of the City of Hapeville.**

Section

9.00 **Family and Medical Leave**

Definitions. For purposes of this section, the following definitions shall apply:

(1) ***Eligible employee:*** An employee who has been employed by the city for twelve (12) months on a full-time basis. A "full-time" employee is determined to be one who has worked at least one thousand two hundred and fifty (1,250) hours during the preceding twelve-month period.

(2) ***Serious health condition:*** Any illness, injury, or physical or mental condition that involves inpatient care at a hospital or hospital facility or requires continuing treatment by a health care provider.

(3) ***Child:*** A son or daughter, whether a biological child, adopted child, foster child, stepchild or legal ward who is under eighteen (18) years old or who is over the age of eighteen (18) years but is unable to care for himself or herself due to a disability.

General provisions.

During a twelve-month period, each eligible employee shall be entitled to a maximum of twelve (12) weeks of unpaid leave due to the birth or adoption of a child or due to the serious health condition of the employee, employee's spouse, child or parent. For leave taken due to the illness of the employee, employee's spouse, child, or parent, the twelve-month period during which leave must be taken shall be measured forward from the date such leave is first taken. For leave taken due to the birth or placement of a child, the twelve-month period shall be measured forward from the date such child is born or placed. When a husband and wife are both eligible employees of the City, their right to leave shall be limited to an aggregate of twelve (12) weeks for leave taken due to the birth or placement of a child or the illness of a parent. Otherwise, their permissible leave shall remain unaltered.

The employee shall provide the Human Resources department with notice of the leave at least thirty (30) days in advance, unless medical necessity does not permit such a notice period. The employee shall be required to provide the Human Resources department with documentation from his or her health care provider to support the leave request. Leave granted without the thirty (30) days' advance notice shall be at the sole discretion of the Human Resources department.

Health insurance premiums shall be paid by the city during this absence providing that the employee has available vacation or sick hours.

For the birth or placement of a child, an eligible employee will be required to exhaust any accrued paid vacation leave, personal leave, other family leave or holiday leave that the employee is entitled to under the ordinances of the City prior to taking this leave without pay. For leave due to a serious health condition, an eligible employee will be required to

exhaust any accrued paid vacation leave, personal leave, holiday leave or sick leave that the employee is entitled to under the ordinances of the City prior to taking this leave without pay. The aggregate of all leave, including leave without pay, shall not exceed twelve (12) weeks per year. In addition, any eligible employee who takes such medical or family leave without pay shall not be entitled to the accrual of any other leave.

If an employee does not return to work after the employee has taken medical or family leave without pay, the employee shall be required to reimburse the City for all health insurance premiums and costs incurred by the city during the time that the employee took the leave without pay. The only time in which an employee who does not return to work after leave is taken shall not be required to reimburse the City for health insurance premiums and costs will be when the failure to return is due to the continuation, recurrence or onset of a serious health condition or other such reason beyond the employee's control.

Intermittent leave. The City shall permit intermittent leave without pay for medical or family purposes only in situations of medical necessity. The employee must submit a FMLA form to the Human Resources department and such application must be supported by documentation from the employee's health care provider as to the medical necessity for such intermittent leave and the expected duration of the leave. When such leave is taken due to a serious health condition, the City reserves the right to move the employee to an alternative position with equivalent pay and benefits when the alternative position is more accommodating to the intermittent leave schedule. At no time shall the aggregate of intermittent leave time exceed twelve (12) weeks during a twelve-month period.

Certification. For leave due to a serious health condition, the City reserves the right to require periodic certification from the health care provider for continuation of authorized leave and further reserves the right to require additional independent medical examinations by a physician designated by the City for the purpose of determining continuing eligibility for such leave.

Reinstatement. All employees taking leave within the guidelines of this section shall be eligible to be reinstated to their position of employment upon their return except if an employee is among the highest paid ten (10) percent of the City's workforce and reinstatement would cause the City substantial and grievous economic injury and the City notifies the employee at the time this determination is made and, after receiving such notice, the employee elects not to return to work and remains on leave status.

9.01 Personal leave

The City may provide leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill personal obligations. Employees in the following employment classifications are eligible to request personal leave as described in this policy:

- Regular full-time employees
- Department Heads

As soon as eligible employees become aware of the need for a personal leave of absence, they should request a leave from their supervisor.

Personal leave may be granted for a period of up to one hundred eighty (180) calendar days every one (1) year. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than one hundred eighty

(180) calendar days. With the supervisor's approval, an employee may take any available sick leave or vacation leave as part of the approved period of leave.

Requests for personal leave will be evaluated based upon many factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by the city until the end of the month in which the approved personal leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from personal leave, benefits will again be provided by the city according to the applicable plans.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, the city cannot guarantee reinstatement in all cases.

If an employee fails to report to work promptly at the expiration of the approved leave period, the city will assume the employee has resigned.

9.02 Educational Leave

The City may provide educational leaves of absence without pay to eligible employees who wish to take time off from work duties to pursue course work that is applicable to their job duties with the City. Employees in the following employment classifications are eligible to request educational leave as described in this policy:

- Regular full-time employees
- Department Heads

Eligible employees may request educational leave for a period of up to one hundred eighty (180) calendar days every one (1) year. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than one hundred eighty (180) calendar days.

Requests will be evaluated based on many factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by the City until the end of the month in which the approved educational leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue.

When the employee returns from educational leave, benefits will again be provided by the City according to the applicable plans.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

When an educational leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, the City cannot guarantee reinstatement in all cases.

If an employee fails to report to work at the end of the approved leave period, the city will assume that the employee has resigned.

9.03 Reserved Leave

See Military Leave – Section 9.04

9.04 Military Leave

A military leave will be granted as required by law to employees, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with the U.S. Armed Services.

The leave will be unpaid, except as required by law. However, employees may use any available paid time off for the absence. Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on longer military leave must apply for reemployment in accordance with all applicable state and federal laws.

Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of vacation accrual and job seniority rights.

9.05 Attendance and Punctuality

To maintain a safe and productive work environment, the City expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the City. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

9.06 Leave Donations

A regular full-time employee who has an accrued vacation balance greater than forty (40) hours may donate up to fifty percent (50%) of their vacation account to another regular full-time employee who has **exhausted all paid leave** time and/or has a serious health condition.

An employee is only eligible to receive donated time once in a twelve-month period, as approved by Human Resources. All donated leave must be approved in advance of the usage and may not be authorized for absences resulting from a worker's compensation injury, when the receiving employee has a record of absences without leave or when an employee has excessive absences.

Donated time may only be granted on an hour for hour basis.

Chapter 10: **STANDARDS OF CONDUCT**

Purpose: **The policies in this chapter are to ensure orderly operations and provide the best possible work environment.**

Scope: **These policies in this chapter apply to all employees of the City of Hapeville.**

Section

10.00 **Employee Conduct and Work Rules**

To ensure orderly operations and provide the best possible work environment, the City expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The use of common sense and good judgment is very important.

The following, while not an exhaustive list, are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of 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 city-owned or other property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Abuse of sick leave
- Excessive absenteeism or any absence without notice (excessive absenteeism can exist even if sick leave is available)
- Unauthorized absence from workstation during the workday
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Unauthorized disclosure of confidential information

- Violation of standards set by personnel policies
- Unsatisfactory performance or conduct
- Sleeping or appearing to be sleeping on the job

10.01 Abuse of Sick Leave

Sick Leave may not be taken in excess of the hours accumulated. Employees who have exhausted their Sick Leave accumulations but who require additional leave time may be granted use of other types of leave with their supervisor's approval.

Anticipated absences should be reported to the employee's supervisor (or designated representative) by the start of the work period if not earlier. Employees with unreported absences may be denied pay for work hours missed and be subject to disciplinary action. Employees who take Sick Leave should also notify their supervisor of their ability to work their next scheduled workday.

Employees found to be intentionally and/or habitually abusing the City's sick leave policy will be subject to disciplinary action, up to and including termination of employment.

10.02 Drug and Alcohol Use

It is the City's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on the premises of the City and while conducting business-related activities away from such premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or engage in the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or the Human Resources department to receive assistance or referrals to appropriate resources in the community.

The Mayor and Council may from time to time adopt a substance abuse and drug alcohol testing policy which you will be expected to abide by. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all the city policies, rules, and prohibitions relating to conduct in the workplace; and if granting the leave will not cause the city any undue hardship.

Under the Drug-Free Work Place Act, an employee who performs work for a government contract or grant must notify the City of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five (5) days of the conviction.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor or the Human Resources department without fear of reprisal.

10.03 Drug Testing

The City is committed to providing a safe, efficient, and productive work environment for all employees. In keeping with this commitment, employees and certain job applicants may be asked to provide body substance samples (e.g., blood, urine) to determine the illicit use of drugs. The City will attempt to protect the confidentiality of all drug test results. Drug tests may be conducted in any of the following situations:

Fitness-for-duty: This test may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc., provide reasonable suspicion of the influence of drugs. A fitness-for-duty evaluation may include the testing of a body substance sample.

Post-accident: Any current employee who is involved in a serious incident or accident while on duty, whether on or off the employer's premises, may be asked to provide a body substance sample.

Pre-employment: As a prequalification to assuming any position, prospective employees are required to provide a body substance sample for drug testing. This occurs in connection with the pre-employment medical examination.

Random: This test may be required of employees in safety sensitive areas.

Subject to any limitations imposed by law, a refusal to provide a body substance sample under the conditions described above may result in disciplinary action, up to and including termination of employment.

In cases where a positive drug test is confirmed, consideration will be given to available rehabilitation where appropriate.

An employee who tests positive and who successfully completes rehabilitation will be subject to unscheduled testing following reinstatement.

Questions concerning this policy, or its administration should be directed to the Human Resources.

10.04 Fitness for Duty

The City of Hapeville endeavors to provide a safe work place for the benefit of all employees. This policy covers only those situations in which an employee is having observable difficulty performing his/her work duties in a manner that is safe for the employee and/or for his or her co-workers or is posing an imminent and serious safety threat to self or others. The purposes of this fitness for duty policy are:

- To help assure the safety and health of individuals.
- To evaluate an employee's ability to safely and competently perform her/his duties when a health or safety problem arises.

Employees are responsible for managing their health in such a way that they can safely perform their essential job functions, with or without reasonable accommodation.

Supervisors may refer employees for a fitness for duty evaluation if they follow the adopted procedures.

The determination by a supervisor to refer an employee for a fitness for duty evaluation must involve consultation with a Human Resource representative unless the nature of the situation dictates immediate attention.

The City of Hapeville will pay the cost of fitness for duty evaluations.

An employee referred for a fitness for duty evaluation will be relieved of duties pending completion of the evaluation.

When an employee is found to be unfit for duty, his/her employment status will be determined on a case-by-case basis, in accordance with the City of Hapeville policy and practice.

In all cases, the City of Hapeville must receive a "return to work/fitness for duty form" from the clinic evaluator before an employee may return to work.

Non-compliance with a request for a fitness for duty evaluation may constitute insubordination and because if disciplinary action is warranted.

10.05 Personal Appearance

(1) ***Public purpose***. The City of Hapeville is a public employer providing public services that are often dangerous, require a presence on private property, and generally required to be fully open and accessible to the public. As such an entity, the City has a reasonable and legitimate public purpose in requiring personal appearance standards including clear guidelines for appropriate and safe attire. The governmental interest in protecting and improving the city's good name, reputation and public image by providing a dress code is a necessary means to promote the normal and effective operation of the business of the City. A reasonable dress code allows easy identification of City of Hapeville employees in the field, preventing imposters and trespassers from harming the public or city staff in the conduct of city duties, preventing distractions from work and preventing negative impact on employee relations between employees.

(2) ***General standard***. Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the City presents to customers and visitors. During business hours, employees are expected to present a clean and neat appearance and to wear appropriate attire according to the requirements of their positions as defined further herein.

(3) ***Uniforms generally***. Appropriate attire shall include the use and proper care and maintenance of uniforms issued to employees. Whenever a uniform is provided by the city to an employee for use at work, the employee shall wear the uniform for their position during work hours. Uniforms must not be visibly soiled, torn, ripped, worn through or frayed. If these conditions occur in/on the uniform, such conditions should

be reported to the proper departmental official so that repair or replacement of the uniform can be scheduled. Shirts and blouses will be tucked in except where the shirt or blouse is specifically designed to be worn outside of and is incapable of being tucked into pants, skirts or other clothing.

Individual departments may provide additional uniform requirements in their internal policies and standard operating procedures. Such standards and operating procedures now existing, or which may hereafter be adopted which are not inconsistent with the policies stated herein shall be and are fully incorporated as if they were set out fully herein.

Consult your supervisor or department head if you have questions about specific departmental uniform guidelines.

(4) ***Departmental standards.*** In accordance with this policy, departments may have specific requirements which you must follow. Future reorganization in department structures or divisions in departments shall not affect or repeal the requirements or applicability of this policy unless specifically repealed by ordinance.

(a) ***Police department.*** Uniform and other on-duty personal appearance standards applicable to law enforcement officials and police department office personnel may be found in the City of Hapeville Police Department Standard Operation Procedure Handbook (SOP) specifically, Chapter 7 Uniform and Dress Code. The SOP is incorporated here by reference as to dress requirements only. Where the SOP does not otherwise specify a standard of appearance, then the general regulations herein apply. Where the SOP conflicts with this policy, the policy shall take precedence.

(b) ***Fire department.*** Uniforms and other on-duty personal appearance standards applicable to fire department officials and fire department office personnel may be found in the City of Hapeville Fire Department Policy and Procedures Handbook (Handbook), specifically the Personnel Appearance section. The handbook is incorporated here by reference as to dress requirements only. Where the handbook does not otherwise specify a standard of appearance, then the general regulations herein apply. Office staff which is not assigned field duties shall wear appropriate office attire as designated herein. Uniform tee shirts may be worn on occasions or for events designated by the Fire Chief where such occasion or event would involve field or handbook work. Where the handbook conflicts with this policy, the policy shall take precedence.

(c) ***Department of Community Service.*** The following departmental divisions shall wear uniforms issued by the city. Regulations governing uniforms shall be found in subsection (3) above: Persons who are designated as office staff shall wear appropriate attire as described in subsection (8) of these policies other specific guidelines are included below as item 7:

1. Fleet maintenance.
2. Planning, zoning and building inspections.
3. Planning and construction.
4. Streets and sanitation.
5. Water and sewerage.
6. Parks, buildings, and grounds.

7. In each of the department of community service divisions there may be employees designated as field personnel. Field personnel include staff members who spend the majority of each workday in field activity as opposed to an office environment. Field personnel shall be allowed to wear uniform shirts assigned to them by the city, denim pants (jeans) and chino-type pants, boots and tennis shoes shall be considered appropriate footwear for field personnel.

(d) ***Recreation department.*** This department shall wear uniforms issued by the city. Regulations governing uniforms shall be found in subsection (3) above. Persons who are designated as office staff shall wear appropriate attire as described in subsection (8) of these policies. However, the recreation department field staff is expected to wear uniform clothing designed for physical, recreational activity and events. Thus, official city golf shirts, official city tee shirts, baseball style caps (for field use only), uniform shorts of a length specified by the department head and tennis or sports shoes and specific recreational event uniforms, are considered appropriate attire for field use. Specific guidelines are included in the City of Hapeville Recreation Department Policy and Procedures Handbook (Recreation Handbook), Chapter IV which is incorporated here by reference as to dress requirements only. Where the Recreation Handbook conflicts with this policy, the policy shall take precedence.

(5) ***Hats and headgear.*** Employees may be assigned uniform hats or safety headgear or other headgear. Personal hats or headgear may be worn during work hours other than headgear assigned to the employee by the city where such hats or headgear are clean and maintained in a safe condition and do not include decals, stickers, badges, pins, print, or other accoutrements except those described in subsection (7) and allowed by the employee's department. Assigned hats and headgear should be clean, maintained in a safe condition, and should not include decals, stickers, badges, pins or other accoutrements except those described in subsection (7) and allowed by the employees' department.

(6) ***Safety clothing and equipment.*** Employees may be assigned official safety clothing or equipment such as but not limited to: work boots, hard hats, goggles, ear protection, lifting belts, bulletproof vests, helmets, gloves, fire retardant clothes, breathing apparatus or other equipment. The employee is responsible to inspect the condition of their safety clothing and equipment each workday before use of the equipment. Employees should report any wear, breakage, frays, rips, tears, holes or damage to safety clothes and equipment before use or immediately after damage occurs to the safety clothes or equipment to the appropriate departmental official.

(7) ***Pins, badges and accoutrements.*** Acceptable pins, badges, and accoutrements to be worn on uniforms include but are not limited to: years in service pins, badges awarded for official work-related activities such as EMT badges on police uniforms and official city logo pins.

(8) ***Appropriate office attire.***

(a) Office staff may wear business casual attire.

(b) ***Female office personnel***: Appropriate attire includes: Dresses, suits, dress slacks, chino-type pants, dress blouses (long or short sleeve), skirts (the length of which shall be no higher than 2" above the middle of the wearer's knee cap when standing), sweaters, vests, dress jackets, and blazers. Shoes should be: high

or low heels, dress flats, dress sandals (high heel), sandals, women's lightweight boots, or dress pumps. Should you have a particular question concerning specific apparel, you should ask your supervisor.

In appropriate/unacceptable attire includes: Shorts, coveralls, or jumpers (an exception to this rule will be uniforms with city logos made of denim in use before the adoption of this policy such as denim uniforms, shirts)), halters (low cut or midriff), tee shirts with slogans or writing of any kind, see-through blouses, tube tops or tight fitting knit clothes, pullover jerseys, sweats, jogging suits, or leisure type wear that is designed for beach, fitness clubs or other outdoor functions. No tennis shoes, flip-flops or related recreational footwear. Shirts and blouses will be tucked in except where the shirt or blouse is specifically designed to be worn outside of and is incapable of being tucked into pants, skirts or other clothing.

(c) ***Male office personnel***: Appropriate attire includes: Suits, dress shirt (long or short sleeve), polo shirt or golf shirt with collar, dress slacks, trousers, or dress Dockers, dress jacket. Shoes include: dress loafers, dress lace-up, or other slip-on type shoes.

Men should be well-groomed, clean-shaven (trimmed moustache or beard are acceptable for non-law enforcement personnel while law enforcement personnel on special assignment will not be required to follow these regulations).

Inappropriate/unacceptable attire includes: Tennis shoes (such as: jogging, running shoes, high tops or low tops), sandals, sweats, spandex, fatigues (except as designated as police, fire, and public works uniforms) or tight fitting stretch pants, tee shirts with slogans or writing of any kind, pullover jerseys, or any leisure type wear designed for beach, fitness club or other outdoor functions excluding collared polo and/or golf shirts. Shirts and blouses will be tucked in except where the shirt or blouse is specifically designed to be worn outside of and is incapable of being tucked into pants, skirts or other clothing.

(9) ***Exceptions and special equipment.***

(a) ***Medical exceptions.*** Prescribed medical devices and clothing may be worn as needed by employees. Employees will be required to notify their supervisors of their need for a medical exception to the standards provided herein. Employees may be required to provide evidence of medical necessity for an exception.

(b) ***Special occasions and events.*** Upon supervisor approval, for special projects specified or events, employees may be given the option to dress differently than the normally required dress code.

(c) ***Special equipment.*** Upon supervisor approval, for special projects specified, employers may be given the option to dress differently or use special equipment (such as using snake proof boots, walking boots, tennis shoes, industrial strength rubber gloves, etc.) than that normally required by the dress code.

(d) ***Casual day.*** The City has designated Friday as casual day where employees may wear denim pants with no holes, casual shoes, and shirts with collars. The other rules set out herein shall continue to apply and no employee shall dress more casually than as set forth herein. This exception shall not apply to personnel who routinely wear designated uniforms.

(10) ***Failure to adhere to policy.***

(a) Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire.

(b) If an employee appears for work inappropriately dressed on a second occasion, the employee shall be subject to discipline under Section 10.00 of this Handbook.

(11) ***Questions regarding proper attire.*** Consult your supervisor or department head if you have questions about what appropriate attire is.

(Ord. No. 2000-16, § 1, 6-6-2000)

10.06 Tattoos, Jewelry and Hair Color

City of Hapeville expects all employees to exercise appropriate judgment with regard to personal appearance, dress and grooming to be most effective in the performance of their workplace duties. The City of Hapeville recognizes that personal appearance is an important element of self-expression and strives not to control or dictate appropriate employee appearance, specifically regarding jewelry, tattoos or hair color worn as a matter of personal choice.

In keeping with this approach, the City of Hapeville allows reasonable self-expression through personal appearance, unless a) it conflicts with an employee's ability to perform his or her position effectively or with his or her specific work environment, or b) it is regarded as offensive or harassing toward co-workers or others with whom the City of Hapeville conducts business and has contact with employees.

The City of Hapeville permits employees to wear jewelry or to display tattoos at the workplace within the following guidelines. Factors that management will consider determining whether jewelry or tattoos or hair color may pose a conflict with the employee's job or work environment include:

- Personal safety of self or others, or damage to city property.
- Productivity or performance expectations.
- Offensiveness to co-workers, customers, vendors or others in the workplace based on racial, sexual, religious, ethnic, or other characteristics or attributes of a sensitive or legally protected nature.
- Corporate or societal norms.
- Customer complaints.

If management determines an employee's jewelry, tattoos or hair color may present such a conflict, the employee will be encouraged to identify appropriate options, such as removal of excess or offensive jewelry, covering of tattoos, transfer to an alternative position, or other reasonable means to resolve the conflict.

An environment of mutual cooperation, respect, and fair and consistent treatment for all employees is the City's goal. Nonetheless, the City of Hapeville is legally responsible for ensuring that no employees are subject to harassment or a hostile work environment. As an initial step toward resolution of any complaint or offense under this policy, supervisors and managers will be responsible for explaining the policy and answering employee questions. If an agreeable solution cannot be reached at that stage, the human resource department will follow city procedures to resolve the issue.

A tattoo is a permanent mark or design made on the skin by a process of pricking and ingraining an indelible ink pigment or by raising scars. The wearing of visible tattoos that depict violent, vulgar, obscene or racially/culturally/religious prejudicial design are not permitted. Employees are encouraged to seek guidance regarding any visible tattoos to avoid confusion regarding their acceptability. Please follow your department SOP's based on Tattoo coverages. (Refer to Department Standard Operating Procedures (SOP))

Non-Natural hair color such as pink, blue, green, etc. will not be permitted.

10.07 Security Inspections

The City wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the City prohibits the possession, transfer, sale, or use of such materials on its premises, except as may be allowed or required for public safety employees. The City requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of and under the sole control of the City. Accordingly, they, as well as any articles found within them, can be inspected by your immediate supervisor at any time. Reasonable attempts to notify you of such an inspection and allow you to attend shall be made by the inspecting agent. Elected officials shall not participate in such inspections. The routine practice of looking for office materials, files, supplies, etc., made during the normal course of affairs, shall not be considered an "inspection," and all employees should understand that contraband that may be found under such circumstances may be noted and acted upon.

10.08 Solicitation

To ensure a productive and harmonious work environment, persons not employed by the City may not solicit or distribute literature or merchandise in the workplace at any time for any purpose.

The City recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature or merchandise concerning these activities during working time without the permission of the department head of the employee. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.) The department head should only authorize solicitation for charitable or nonprofit causes.

In addition, the posting of written solicitations on city bulletin boards is prohibited. Bulletin boards are reserved for official organization communications on such items as:

Affirmative action statement

Employee announcements

Internal memoranda

Job openings

Organization announcements

Payday notice

Workers' compensation insurance information

State disability insurance/unemployment insurance information

10.09 Return of Property

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. Employees must return all the city property immediately upon request or upon termination of employment. Where permitted by applicable laws, the City may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. The City may also take all action deemed appropriate to recover or protect its property.

10.10 On Call Policy

Employees who are called into work on a day off outside of normal work schedule (i.e. Christmas, Thanksgiving, Special Events) the employee will be paid at time and a half for hours worked.

Chapter 11: **EMPLOYEE RELATIONS**

Purpose: **The policies in this section concerns the relationship of employees with the organization and with each other. It includes the processes of administering and analyzing the employer-employee relationship and resolving workplace disputes.**

Scope: **These policies in this chapter apply to all employees of the City of Hapeville.**

Section

11.00 Employee Relations

The City believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area. If employees have concerns about work conditions or compensation, they are encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that the City tries to demonstrate its commitment to employees by responding effectively to employee concerns.

To protect and maintain direct employer/employee communications, we will resist organization, within applicable legal limits, and protect the right of employees to speak for themselves.

11.01 Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the City wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

An actual or potential conflict of interest occurs when an employee is able to influence a decision that may result in a personal gain for that employee or for a relative as a result of the City's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that he or she discloses to an officer of the city as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

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

The materials, products, designs, plans, ideas, and data of the city are the property of the City and should never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that an employee has personally

gained by such action, is unacceptable conduct. Any employee who participates in such a practice will be subject to disciplinary action, up to and including possible termination of employment.

An employee shall not accept gifts, gratuities or loans from organizations, business concerns, or individuals with whom he has official relationships on business of the city government. These limitations are not intended to prohibit the acceptance of any articles, which are distributed free of charge to the general public, traditional holiday gifts of a nominal value nor public or private awards for meritorious service.

11.02 Appeal of Disciplinary Action

Any regular full-time employee who has been dismissed, suspended, demoted, or otherwise disciplined for cause, and he suffers any loss in salary (including benefits), grade, or classification, shall have the right to appeal such action to the personnel board and to have a hearing on the matter before the personnel board or its duly authorized designee. This right must be exercised in writing at any time within three (3) working days from the date of notification of the action. The grounds for appeal to the personnel board shall be limited to those cases wherein the employee alleges a factual error or that the action was taken for protected class, political or religious reasons. Department heads are ineligible for appeals of employment decisions and are at-will employees who may be terminated with or without cause by City Manager.

(Ord. No. 2000-09, § 2, 3-7-2000)

11.03 Format

(1) An appeal hearing before the personnel board or its duly authorized designee is a quasi-judicial proceeding. As such, it should be conducted at a place conducive to the maintenance of a judicial atmosphere. At the hearing, the conduct of the parties shall be dignified, both on and off the record.

Misconduct before the personnel board or its duly authorized designee may be grounds for summary exclusion from the hearing. The hearing is intended to receive evidence either to refute or to substantiate specific charges which led to the appeal. It shall not be a forum for discussion of extraneous or irrelevant matters having no bearing on the charges, and the alleged misconduct of others who may have escaped discipline in the past shall serve as no defense to a charge of misconduct. All parties at action and witnesses shall be given ample time and opportunity to develop points, subject to the discretion of the personnel board.

(2) The personnel board, its duly authorized designee, the representative(s) from the Human Resources department, and the attorney representing the personnel board shall not be advocates for or against either party. It shall be the duty of the personnel board or its duly authorized designee to be impartial in its conduct and rulings, both on and off the record. The personnel board or its duly authorized designee may examine, call and question witnesses and may call for and introduce appropriate documentary evidence, being limited only by the relevance of the evidence to the issues.

(3) It should be recognized that the personnel board will be composed of private citizens. Accordingly, the board may not follow established legal procedures as might be expected in a court of law. However, in taking testimony and in considering the evidence, the personnel board shall follow accepted legal procedure insofar as is practicable. It shall not be bound by the technical rules of

evidence observed in courts of law. The board may listen to hearsay testimony and may accept depositions and affidavits, if such testimony is material and relevant to the issues.

11.04 Hearings

(1) Each appeal shall be heard by the personnel board or its duly authorized designee at the earliest practicable date following the receipt of an appeal request.

(2) The Human Resources department shall send out a written notice of the time, date and place of the hearing. This notice shall be sent to the employee appealing and/or his authorized representative and the appointing authority.

(3) The general policy of the personnel board concerning postponements shall be that cases set for hearings will be heard on the dates set, and that postponements will be granted only for good cause. Postponement of the opening date of a hearing shall be at the discretion of the chairman of the personnel board.

11.05 Prehearing Conference

(1) If deemed appropriate to the circumstances of the case, either the appointing authority or the appellant may arrange a prehearing conference with the Human Resources department prior to the hearing in order to consider and determine the following elements:

a. Simplification of the issues.

b. Possible conciliation and settlement without a hearing.

c. Limitation on the number of witnesses.

d. Acceptance of evidence of deposition.

e. Stipulation as to any uncontested facts.

f. Other matters that may aid in the disposition of the appeal.

(2) An electronic recording of transactions may be made during prehearing conferences upon request of either party at interest.

11.06 Witnesses

The chairman of the personnel board, the duly authorized designee of such board, or the board's attorney shall administer the oath to witnesses. In the event that a prehearing conference has not limited the number of witnesses and the number of witnesses asked for seems to be excessive, in the discretion of the personnel board, the party requesting them may be required to justify his request before the personnel board. The board may decline to listen to numerous character witnesses or numbers of witnesses testifying to identical facts. The personnel board, through its Human Resources department, may subpoena witnesses, documents and records as necessary.

11.07 Counsel or Representation

Appellants appearing before the personnel board or its duly authorized designee may, if desired, be represented by legal counsel at their expense, or they may act as their own counsel and conduct their own hearings. Appointing authorities and the personnel board will be assisted by the city attorney and his staff, as requested.

11.08 Transcripts

A certified court reporter may, if desired, be employed by either party at interest, at their expense.

11.09 Order of Hearing

The appointing authority shall make the initial presentation in an effort to prove that the action under appeal was taken for cause. The employee may rebut the appointing authority's allegations at the conclusion of the appointing authority's presentation and may attempt to show that the action was taken for personal, religious or political reasons or that the decision was based upon factual error. After the presentation of all evidence, the personnel board or its duly authorized designee may hear closing arguments and shall then take the case under advisement and render a decision at the earliest practicable date.

11.10 Board Order

(1) The personnel board may not weigh the sufficiency of the cause for adverse personnel action. The personnel board may reverse the decision of the appointing authority only on a finding that it was based on error of fact or was motivated by personal, religious or political reasons. Otherwise, it shall affirm the decision.

(2) If the personnel board finds in favor of the employee, he shall be reinstated to his prior condition, with no loss of pay.

(3) The personnel board, after reaching a decision in the case, shall cause an order to be prepared, setting forth their decision and directing appropriate remedies, if any, to resolve the appeal. Except as provided below, the decision of the personnel board in such cases shall be final and conclusive, in the absence of an appellant review in the courts (certiorari). Copies of the board order shall be made a matter of official record and shall be furnished to all parties at interest.

(4) If, in the opinion of the mayor, the personnel board has exceeded its legal authority by considering issues over which it has no jurisdiction or ordering relief in excess of its authorization, he may, within three (3) business days, veto the action of the personnel board. This veto may be overridden by a majority vote of the council at the next regular meeting. If a veto is overridden, the decision of the appointing authority shall stand.

11.11 Transfers

Any employee, regardless of status, may be transferred to any position within his department or to another department or facility at the sole discretion of the city. The city shall be the final arbitrator of all interdepartmental or intradepartmental transfers and the sole judge of the need, necessity, convenience or reason for such transfer. An interdepartmental or intradepartmental transfer shall not be construed to be a demotion or disciplinary action even if it results in a reduction of the employee's pay or a change in job responsibilities.

Chapter 12: COMMUNICATIONS

Purpose: **The purpose of the policies in this Chapter are to help employees make the City run as effectively as possible, thereby gaining the respect of our colleagues and customers.**

Scope: **These policies in this chapter apply to all employees of the City of Hapeville.**

Section

12.00 Use of Phone and Mail Systems

Personal use of city telephones for outgoing calls, including local calls, should be kept to an absolute minimum, but in no event more than three minutes per call. No employee may incur toll or other charges on city telephones for personal business. Employees shall be required to reimburse the city for any charges resulting from their personal use of the city telephone.

The mail system is reserved for business purposes only. Employees should refrain from sending or receiving personal mail at the workplace.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

12.01 Internet Use Policy

(a) ***Statement of purpose of internet use policy.*** The internet is a worldwide network of computer systems connecting educational institutions, government agencies, businesses, industries, individuals, and other entities. Millions of people use the internet to communicate, conduct business, access information, socialize, and find entertainment. Most information available over the internet is of sound value. Unfortunately, a small portion of information available over the internet is considered questionable, offensive, pornographic, illegal, or otherwise objectionable. Additionally, and as employees should be aware, certain uses of the internet may constitute improper or illegal activities including, but not limited to, sexual and other types of harassment and discriminatory conduct through use of e-mail, downloaded images, etc. Consequently, and to ensure the proper use of the internet by its employees, the City of Hapeville, Georgia, adopts the following internet use policy (hereinafter referred to as the "policy").

(b) ***Definition of "internet."*** For the purposes of this policy, the "internet" shall mean the City's computer network, intracity and internet electronic mail, the worldwide web, and any other information or means of communication accessed by a personal computer from a resource other than one of that computer's internal drives.

(c) ***Requirements***

(1) Each employee using the internet will be held solely and fully responsible for any use of his or her account. Additionally, all employees shall assume full liability, legal, financial or otherwise, for their actions when accessing the internet with a city computer.

(2) In the event an employee uses the internet in violation of this policy and the City as a result incurs expenses, including but not limited to attorney's fees, costs of litigation, and any judgment against the City, the employee shall indemnify the city for all such expenses.

(3) Employees shall familiarize themselves with and abide by the requirements of the policy. Any violation of any of the policy's requirements may result in disciplinary action, including but not limited to restriction or revocation of internet access privileges, or even termination of employment.

(4) Employees shall not, through their internet account or use of a city computer, use the internet to:

a. Engage in any activity prohibited by law.

b. Create, transfer, view, store or otherwise use any text, image, or sound recording that contains pornography, profanity, vulgarity, obscenity, or other language or images tending to offend or degrade others.

c. Intentionally use invasive or destructive software such as "viruses" or "worms."

d. Transfer, use, duplicate, or store materials in violation of copyright laws, license agreements, or intellectual property rights of others.

e. Access without permission another's folders, work, or files.

f. Interfere with the normal and proper operation of the internet.

g. Disturb others' use of the internet.

h. Deliberately harass, harm or offend others.

i. Store or transfer unnecessarily large files.

12.02 Social Media (Refer to the Amended policy 12.02.a)

The City of Hapeville views social networking websites, personal websites, and blogs positively and respects the right of employees to use them as a medium of self-expression. However, the use of these types of websites could have a positive or negative impact on both the City and employees. Therefore, the City of Hapeville has created this policy to establish the expectations for the employee use of these types of websites.

This policy is meant to apply to all employees of the City without regard to whether their social media activity is conducted in or outside of the workplace, while on or off duty, or anonymously or through pseudonyms. Employees should use their professional judgment and take the most practical action possible. Employees should consult with their supervisors if they are uncertain about any of their activities on a social media website.

Guidelines

- No posting pictures of coworkers unless employees have received written consent from the City Manager. No posting non-public images of City's premises and property.
- Prohibited from making statements about the City, their coworkers, the City's customers, agents or partners that could be considered as harassing, threatening, libelous or defamatory in any way.
- Prohibited from sharing any communication that engages in personal or sexual harassment, unfounded accusations, or remarks that would contribute to a hostile work environment (racial, sexual, religious etc.) as well as any behavior not in agreement with general municipal policies.

- Each employee who engages in social media activity must take personal responsibility for ensuring that such activity is consistent with all policies of the City. This includes but is not limited to those pertaining the making of false or misleading statements promoting or endorsing violence or illegal activity, promoting or endorsing the abuse of alcohol or drugs, disparaging individuals or groups or otherwise engaging in conduct unbecoming an employee of the City, bringing discredit to the City, or interfering with or detrimental to the mission or function of the City.
- Employees strongly discouraged from disclosing or otherwise revealing their status as employees of the City through social media. Also prohibited from directly or indirectly representing themselves to be speaking on behalf of the City.
- Except as otherwise authorized in advance by City Manager, no employee, whether for purposes of engaging in social media activity or otherwise may post or upload any information, audio recordings, video recordings, photographs/images, etc. from city computers or equipment.
- Prohibited from posting pictures with city uniform or city logo.

12.02.a SOCIAL MEDIA (Amended Policy)

The City of Hapeville recognizes the increasing use of social media as a communication tool. This addresses the City of Hapeville's employee's use of social media. For the purpose of this policy, the City of Hapeville considers the term "social media" to include but not limited to:

- Personal websites & blogs
- "wikis", Twitter
- Social networking sites (e.g:, Facebook, MySpace, Linkedln)
- Online media sharing websites (e.g., YouTube, Filch)
- Online forums, message boards or bulletin boards.

The City of Hapeville acknowledges that some of its employees may choose to use social media on their own time for personal purposes. The City of Hapeville rules and policies apply to the conduct and communications of City of Hapeville employees while using social media just as those rules and polices apply to conduct and communications in any other setting. In addition, City of Hapeville employees are prohibited from using social media in any manner that:

1. Violates any federal, state, or local laws or regulations.

2. Violates any City of Hapeville authority policy, rule, standard, or requirement, including but not limited to the:

a. Harassment, discrimination, and retaliation policy

b. Confidentiality policy
c. Code of Ethics
d. Political Activities and
c Outside Employment

3. Disrupts or hinders the City of Hapeville's operations.

4. Infringes on any third-party rights, including but not limited to intellectual property rights such as copyrights or trademarks.

5. Is defamatory, libelous, or might be construed as harassment or disparagement on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability or any other legally protected status.

6. Discloses confidential information related to City of Hapeville business, tenants, employees or other matters.

Employees are reminded that information posted or communicated using social media may often be accessible by virtually anyone with internet access. This may include other City of Hapeville employees, such as supervisors and subordinates. Also, once information is posted or uploaded onto a social media website or network, it can be nearly impossible to completely remove or eliminate. City of Hapeville employees are therefore encouraged to use good judgment if they use social media.

Use of social media by a City of Hapeville in violation of this Policy, may result in disciplinary action up to and including termination.

Employees are also reminded that, pursuant to the Computer, Email and Internet Usage Policy, and the Electronic Communications Policy, they have no expectation of privacy with respect to the use of any City of Hapeville owned or issued computer or electronic communications devices.

Chapter 13 ETHICS

Purpose: **To define the expectations of the City of Hapeville regarding professional conduct of its employees, and adherence to established rules of ethics.**

Scope: **These policies in this chapter apply to all employees of the City of Hapeville.**

Section

13.00 Political Activity

Employees of the city are encouraged to exercise their right to vote, but no employee shall make use of city time or equipment to aid a political candidate, political party or political cause, or use a city position to persuade, coerce, or intimidate any person in the interest of a political candidate, political party, or political cause.

Chapter 14 SAFETY AND SECURITY

Purpose: **The policies in this chapter are to ensure that all employees promote a safe and productive work environment by remaining in compliance with Georgia State Laws by governing the use and wearing of vehicle seat belts, use of cell phones while operating a vehicle, and having weapons on city property. These policies are to prevent and reduce the risk of serious injury to employees and others.**

Scope: **These policies in this chapter apply to all employees of the City of Hapeville.**

Section

14.00 Safety

To provide a safe and healthful work environment for employees, customers, and visitors, the City has established a workplace safety program. This program is a top priority for the city. The Human Resources office has responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

The City provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or with another supervisor or manager, or bring them to the attention of the Human Resources office. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees must immediately notify the Human Resources office or the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

14.01 Use of Equipment and Vehicles

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job. The improper, careless, negligent, destructive, or unsafe use or operation of city equipment or vehicles, as well as excessive or avoidable traffic and parking violations on city time, can result in disciplinary action, up to and including termination of employment.

14.02 Cell Phone Usage

When operating a city vehicle, the usage of the cell phone must be minimal. The driver should use a headset when possible. However, if the driver does not have a headset and receives a call on a cell phone, the driver may answer, but shall ask the caller to hold, put the phone down and pull to the side of the roadway, into a parking lot or other safe location to respond to the call. Failure to follow this policy may result in disciplinary action up to and including termination.

14.03 Weapons-Free Workplace

The City of Hapeville will maintain a firearms and weapons free work place. Firearms and weapons are prohibited in the interior areas of City Hall. The city would like to maintain a work environment that is safe for all persons, including the community as well as to attain high work standards.

Definitions

- ***Firearms*** A weapon, a pistol or rifle, whether loaded or unloaded, capable of firing

14.04 Seat-belt Policy

All employees of City of Hapeville who operates city vehicles and equipment must wear seat belts when operating city owned vehicles, or any vehicle on city premises or on city business. In addition, all occupants are to wear seat belts when riding in a city owned vehicle at any time, or in a personal vehicle being used for city business.

14.05 Contagious Condition Policy (Effective March 16, 2020)

The City of Hapeville strives to provide a safe and healthy workplace for all employees. This policy outlines our overall response to a pandemic flu outbreak or similar illness.

This policy outlines specific steps the City takes to safeguard employees' health and well-being during a flu pandemic, or similar illness, while ensuring the City's ability to maintain essential operations and continue providing essential services to our citizens. In addition, it provides guidance on how we intend to respond to specific operational and human resource issues in the event of a pandemic.

Contagious Symptoms and Contagious Condition

Sick employees who report to work with Contagious Symptoms and/or a Contagious Condition, as those terms are defined in this Section, may significantly impact City operations due to the potential for spreading sickness, diminished productivity, and lack of quality or attention to safety.

Employees must consider options and practices that will reduce the risk of contracting a contagious condition or passing on a contagious condition by observing healthy practices such as: receiving flu vaccinations, covering their noses or mouths when coughing or sneezing, washing or sanitizing their hands, using sanitizers on common work areas, and other health practices that are designed to reduce infection and the spread of disease. Employees should also refrain from reporting to work with Contagious Symptoms and/or a Contagious Condition, so as not to spread a condition or disease.

In the interest of maintaining a safe and healthy workplace, the City may require persons with Contagious Symptoms and/or a Contagious Condition not to report to work and/or may send employees with Contagious Symptoms and/or a Contagious Condition home.

(a) Contagious Symptoms and/or Condition

For purposes of this Section, Contagious Symptoms and/or a Contagious Condition exist when:

(1) An employee exhibits influenza-related symptoms (e.g., fever, vomiting, diarrhea, headache, cough, sore throat, runny or stuffy nose, muscle aches) or other symptoms, described by a public health organization as indicative of other contagion, such as Coronavirus, SARS, swine flu, H1N1, etc.; and/or

(2) An employee is diagnosed with an infectious/contagious condition (e.g., influenza, strep throat, tuberculosis, bacterial meningitis, mononucleosis, mumps, measles, rubella, chicken pox, etc.); or

(3) An employee and/or family member/household member has recently traveled or plans to travel to a geographic area or has been subjected to a confined area, such as cruise ship or airplane, actively identified by a recognized health organization to present a high degree of contagion health risk or an area for which the Centers for Disease Control and Prevention (CDC) has issued a Level 2 or 3 travel advisory.

(b) Workplace Requirements

The City of Hapeville and its employees bear responsibility for a safe and productive workplace environment. Accordingly, an employee with Contagious Symptoms and/or a Contagious Condition:

(1) Will not report to the workplace so as not to infect other employees or

members of the public.

(2) Will not report to the workplace until his/her symptoms have subsided. A health care provider's statement that an employee may return to work may be required during epidemics, pandemics, or similar situations during which enhanced precautions are warranted.

(3) Will not report to the workplace after returning from, or after a family/household member has returned from, a geographic area or confined area recently identified by a recognized health organization to present a high degree of contagion health risk or an area for which the CDC has issued a Level 2 or 3 travel advisory. In such case, the employee cannot return to the workplace until completion of the incubation period as identified by a public health organization and until the employee has been cleared with a health care provider's statement that the employee may return to work. (Such statement must be submitted to Human Resources for approval as provided in subsection (d), below, in advance of returning to the workplace.)

(4) May be sent home, with or without the opportunity to work from home, based on observations of symptoms of a Contagious Condition.

(c) Absence Due to Contagious Symptoms or Conditions

An employee who has been sent home by the City of Hapeville and/or has not reported to work due to Contagious Symptoms and/or a Contagious Condition, or who has been quarantined, will be required to use accrued Sick Leave or Annual Leave. If accrued paid leave is unavailable or exhausted, the employee will be recorded as absent with approved unpaid leave. In the event that an employee's absence pursuant to an approved unpaid leave extends beyond five (5) days and/or an employee's absence pursuant to an approved unpaid leave becomes a recurring issue, and such absences are deemed to constitute an undue burden upon the City, the City may request that the employee provide a doctor's certification as to the employee's current condition. Ultimately, any prolonged absences will be addressed in compliance with all federal and state laws and regulations, including the ADA and the FMLA (where a serious health condition is involved).

The City of Hapeville may approve an employee to work from home or another private location while recuperating. Such approval is dependent upon consideration of factors, including the employee's position, the severity of the illness, and other safety and logistical considerations.

Any employee subject to absence due to Contagious Symptoms or a Contagious Condition must contact Human Resources to determine if the employee and medical condition qualifies for Family Medical Leave. In such case, the policy

covering Family Medical Leave Act shall apply.

(d) Return to Work from Contagious Symptoms or Contagious Condition

A health care provider's statement that the Contagious Symptom or Contagious Condition that the employee experienced has been cleared and the employee may return to work without risk to other employees may be required during epidemics, pandemics, or similar situations during which enhanced precautions are warranted. The written statement must be submitted *electronically* to Human Resources, which shall review and must approve the release *before* the employee may return to work. An employee failing to provide a written return to work authorization prior to reporting to work will be immediately sent home and may be subject to disciplinary action for failure to comply with this requirement.

(e) Compliance

Due to the seriousness of the ramifications of non-compliance, any violation of the policy as set forth will subject the employee to disciplinary action, up to and including, termination.

This Section will be administered in accordance with all federal and state laws and regulations, including the ADA and the FMLA (where a serious health condition is involved).

(f) Scope of Policy

This section applies to all employees, volunteers, interns, and any other individuals performing services on the City's behalf, whether paid or unpaid.

Chapter 15 **MISCELLANEOUS**

Purpose: **The policies in this Chapter are to provide guidelines on various rules and regulations.**

Scope: **These policies in this chapter apply to all employees of the City of Hapeville.**

Section

15.00 Rest and Meal Periods

All full-time employees except police, fire and emergency service employees are provided with one (1) meal period each workday. Supervisors may schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

15.01 Emergency Closings

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt city operations. In extreme cases, these circumstances may require the closing of a work facility. If the City closes, the City Manager will make the determination based on circumstance. In the event that such an emergency occurs during nonworking hours, local radio and/or television stations will be asked to broadcast notification of the closing. If you are unclear about the status of your duty requirements, call city hall or the police department.

When operations are officially closed due to emergency conditions, the time off from scheduled work will be paid. Employees in essential operations may be asked to work on a day when operations are officially closed. During a declared emergency, an employee is called in to work he/she will be paid at time in a half in addition to whatever given to the city.

15.02 Business Travel Expenses

The City will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the department head.

Employees whose travel plans have been approved should make all travel arrangements through the administration department.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by the City. Employees are expected to limit expenses to reasonable amounts.

Any employee who is involved in an accident while traveling on business must promptly report the incident to the immediate supervisor. Vehicles owned, leased, or rented by the city may not be used for personal use without prior approval.

With prior approval, employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees are also permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such nonbusiness travel are the responsibility of the employee.

When travel is completed, employees should submit completed travel expense reports within ten (10) days. Reports should be accompanied by receipts for all individual expenses.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

15.03 Duties concerning Litigation

Many times, during your employment you may have occasion to be involved, personally or tangentially, in litigation or other judicial proceedings. You have the following responsibilities:

(1) Any employee who receives a notice that he is being sued or subpoenaed for any issue that does or may relate to his city responsibilities must be reported immediately to the city administrator, who shall also be given a copy of any documents received.

(2) Employees, as a function of their job responsibilities, shall cooperate fully with any investigation conducted by the city or by its agents or lawyers.

(3) No employee shall make any statement to any adverse party, investigator, or agent concerning any matter in which the employee knows, or has reasonable cause to know, involves a matter concerning pending or threatened litigation or judicial proceedings, without giving notice to and receiving the approval of the city administrator.

15.04 Flexible Schedule

Flexible schedules are variable work hours requiring employees to work a standard number of core hours within a specified period, allowing employees greater flexibility in their starting and ending times. Some policy design considerations include the impact to the business, eligibility criteria, length of time for alternative schedule i.e. seasonal or permanent.

The standard operating days and hours of City of Hapeville are Monday through Friday, 8:00 a.m. to 5:00 p.m. All employees are expected to be at work during these hours unless approval is granted for a flexible work schedule (flextime).

Flextime at City of Hapeville is a work schedule with time of arrival and departure that differs from the standard operating hours by not more than two hours. For example, a typical flextime arrangement is arrival at 9:00 a.m. and departure at 6:00 p.m.

Supervisors approve flextime on a case-by-case basis. The supervisor will approve or deny the flextime request based on staffing needs, the employee's job duties, the employee's work record and the employee's ability to temporarily or permanently return to a standard work schedule when needed.

15.05 Flexible Schedules: Alternative Work

An alternative work schedule (AWS) policy can address many scheduling options. Common options include part-time, flextime, compressed workweeks, telecommuting and job-sharing. When developing this policy, consider how it may be affected by relevant federal and state overtime pay laws.

City of Hapeville is committed to helping employees face the demands of juggling work, family and life-related issues by offering several possible flexible work arrangements. These arrangements provide employees with increased flexibility with their work schedule while allowing the city to maintain a progressive and productive work environment. Alternative work scheduling is an opportunity to maintain employee productivity through various forms of creative work scheduling.

All City of Hapeville employees will be considered for alternative work scheduling on a case-by-case basis in situations where creative work schedules have been shown to accomplish both work and personal goals, to provide coverage for individual department operations and to serve City of Hapeville with increased productivity at no expense to quality output.

The City of Hapeville will recognize the need of some employees to work flexible hours. The following are reasons for such arrangements that include but are not limited to:

- Parenting
- Doctor appointments or other medical circumstances
- Work-life balance
- Pursuit of authorized higher education

Alternative work schedule options are:

- Flextime, in which an employee works eight hours per workday, but there is flexibility in an employee's set scheduled starting and ending times. Some employees, due to family or personal obligations or preferences, work very early in the morning and leave earlier in the afternoon. Other flextime employees may prefer or need to start later in the day and work into the evening.
- 10-hour day, four-day workweek, in which an employee works 10 hours per workday, reducing the workweek to four days a week.
- Nine-hour day, half-day on Friday, in which an employee works nine-hour workdays Monday through Thursday and four hours each Friday.

Appendices

Hapeville
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City of Hapeville
Leave Donation Form

Leave Donation Request for: _____ **Department:** _____

The employee listed above is in need of donated leave time. Currently, she has exhausted all of the accrued sick and vacation hours and is in need for a family emergency. If you are willing to donate **Vacation time**, please indicate with your signature and the number of hours you are donating below and forward to the Human Resources department for approval.

I, _____, _____
Donating Employee (PRINT) **Department**

am donating _____ **hours of** _____ **to:** _____

_____ _____
Signature of Employee Donating Leave **Date**

_____ _____
Human Resources **Date**

_____ _____
City Manager **Date**

. . . . . .

Please return this form to the Human Resources Department.

- - - -

Hapeville
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CITY OF HAPEVILLE

EXIT INTERVIEW QUESTIONAIRE

We would appreciate you taking a few minutes to answer the following questions as honestly as possible. Your individual responses are treated as confidential and will not become part of your personnel file.

We believe that the information is of vital importance and will assist in analyzing our employee retention and turnover. Thank you for your cooperation!

NAME _____ **DEPARTMENT** _____

POSITION _____ **SUPERVISOR** _____

HIRE DATE _____ **TERM DATE** _____

REASON FOR LEAVING (Please check all applicable)

VOLUNTARY

☐ Better Employment ☐ Job Security ☐ Maternity ☐ Retirement ☐ Work Conditions

☐ Co-Workers ☐ Location/distance ☐ Military ☐ Return to school

☐ Health ☐ Marriage ☐ Relocation ☐ Supervision

Other (please explain) _____

_____

VOLUNTARY SEPARATION ONLY

New Employer _____

Do you believe your new position will offer you something that the City did not offer? _____

If so, please explain. _____

INVOLUNTARY

☐ Excessive absenteeism or lateness ☐ Insubordination ☐ Position eliminated ☐ Seasonal employment

☐ Inability to perform tasks ☐ Poor Production ☐ Never returned from granted leave of absence

☐ Violation of City Policy (please explain) _____

☐ Other (please explain) _____

Were you offered a transfer? ☐ Yes ☐ No To which department? _____

If offered, was transfer refused? ☐ Yes ☐ No If so, why? _____

SUPERVISION

How would you rate your supervision on the following points?	**Always**	**Usually**	**Sometimes**	**Never**
Followed policies and practices	☐	☐	☐	☐
Demonstrated fair and equal treatment	☐	☐	☐	☐
Provided recognition on the job	☐	☐	☐	☐
Developed cooperation and teamwork	☐	☐	☐	☐
Encouraged and listened to suggestions	☐	☐	☐	☐

Resolved complaints and problems	☐	☐	☐	☐

TRAINING/DEVELOPMENT

Please rate the following factors.	**Excellent**	**Good**	**Fair**	**Poor**
Cooperation within your department	☐	☐	☐	☐
Work relationship with your supervisor	☐	☐	☐	☐
	Excellent	**Good**	**Fair**	**Poor**
Communications between you and your supervisor	☐	☐	☐	☐
Training you received	☐	☐	☐	☐
Potential for career	☐	☐	☐	☐
Department Morale	☐	☐	☐	☐
Job Satisfaction	☐	☐	☐	☐
Respect received from coworkers	☐	☐	☐	☐
Opportunity for advancement	☐	☐	☐	☐

Comments: _____

SUMMARY

	Yes	**No**
Did management adequately recognize employee contribution?	☐	☐
Did you feel that you have had the support of management on the job?	☐	☐
Do you feel you were fairly treated by the City?	☐	☐
Were you paid an adequate salary for the work you did?	☐	☐
Did you understand City policies and the reason for them?	☐	☐
Have you observed incidences of theft of City property?	☐	☐
Would you consider re-employment with the City?	☐	☐

Please suggest how we can make the City of Hapeville a better place to work? _____

What did you like **most** about your position and/or City? _____

What did you like **least** about your position and/or City? _____

What does your new job offer that your job with the City does not? _____

Additional Comments: _____

_____ _____

EMPLOYEE SIGNATURE **DATE**

_____ _____

HUMAN RESOURCES REPRESENTATIVE **DATE**

DEFINITIONS

1. **Ability**

   A demonstrated competence to perform observable behavior or a behavior which results in an observable product. The power to perform denotes current competence in doing specific job content actions; it does not denote a person's capacity to acquire this competence. Care should be exercised, therefore, not to confuse an ability, which is demonstrable, with an aptitude, which is only a potential for performing an activity. Also, one cannot necessarily infer demonstrated ability from years of experience. "Uniform Guidelines on Employee Selection Procedures" (1978)

2. **Accident**

   An unplanned event in which damage or injury is sustained to equipment or employee(s).

3. **Adverse Action**

   A disciplinary action that results in a suspension without pay, disciplinary salary reduction, disciplinary demotion, or discharge (dismissal).

4. **Adverse Effect**

   The results of an action or decision that is not an adverse action per se, but which deprives the employee of income or the opportunity to earn more income.

5. **Anniversary Date**

   Same as the date of hire.

6. **Annually**

   No less frequently than once every 12 months

7. **Appeal**

   A request made of the Department Head or City Manager (or their designees) by an employee to review and reconsider a recommendation or decision regarding an adverse action.

8. **Applicant**

   An individual who is seeking a position with the City of Hapeville as an employee, incumbent (City Judge, City Attorney, etc.), or in voluntary position (Boards, Commissions, Interns, volunteers, etc.), and indicates their interest by providing a completed application form.

9. **Application**

   A written form provided by the City of Hapeville to those requesting consideration for employment. The application is not an offer of employment, but an administrative tool for determining the qualifications of the applicant.

10. **Appointing Authority**

A person empowered to hire and fire; meaning Mayor and Council, City Manager or Department Head

11. **At-Will Employee**

Employment with the City of Hapeville is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause, and with or without advance notice. Similarly, the City of Hapeville may terminate the employment relationship at will at any time, with or without cause and with or without advance notice. Employment will be for an indefinite period and there is no guarantee by the City concerning the duration of employment or the number of hours to be worked in any particular day or week. There is no conveying of property rights nor any expectation of continued or tenured employment.

Only the City Council, or their specific designee, may enter into an employment contract with an individual.

12. **Base Pay**

The wages a full-time hourly employee would be paid for 40 hours of work, or the weekly salary of an exempt employee, exclusive of any additional pay (i.e., overtime, bonus, merit, performance compensation, etc.)

13. **Business Day**

Generally, Monday through Friday, 8:00 am to 5:00 pm, when City Hall is open for business

14. **"Can/May"**

Indicates an action or condition is permissive and discretionary

15. **C.F.R.**

Code of Federal Regulations

16. **City**

The City of Hapeville, Georgia

17. **City Council**

The governing body of the City of Hapeville which is charged with the legislative affairs of the City

18. **Classification**

A group of jobs or positions (and in some cases a singular position) sufficiently similar in duties performed, degree of supervision exercised or required, minimum requirements of education, experience, or skill, and such other characteristics that the same or similar class title, the same or similar tests of fitness, and the same schedule of compensation may be applied. Also, a part of the

Classification plan are job descriptions for each job title. Job titles are assigned to a certain pay grade representing a hierarchical order within the City.

19. Classify

To assign a position to a job classification based on an analysis of the tasks, duties, and responsibilities of the position and based on other job-related factors.

20. Closing Date

An established date determined by the Human Resources department which concludes recruitment efforts for a particular opening.

21. Compensation

Payment made for services rendered which may include pay and/or benefits as approved.

22. Conflict of Interest

Any action or situation in which an employee's personal or financial interest, or that of a member of their household, might conflict with the public interest.

23. Conflict Resolution Process

A process through which an employee's complaint or difference of opinion may be resolved through discussion and a sharing of views and concerns.

24. Continuous Service

Employment with the City without a break in service.

25. Controlled substance

A controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by federal regulations in 21 CFR 1300.11 through 1300.15.

26. Conviction

A. A finding of guilty, or pleading of guilty, including a plea of nolo contendere (no contest); or
B. imposition of sentence by any judicial body charged with the responsibility to determine violations of the federal, state or local statutes or ordinances; or
C. the payment of a fine or penalty; or
D. a bond forfeiture in lieu of appearance which acts as disposition of the charge.

27. Criminal drug statute

A federal, state, or local criminal statute involving manufacture, distribution, dispensation, use or possession of any controlled substance.

28. Dangerous Drugs

Abuse of drugs is also referred to as substance abuse. It includes those non-narcotic drugs that are habit forming and/or have a potential for abuse because of their stimulant, depressant, or hallucinogenic effect (includes cocaine, hallucinogens, inhalants, amphetamines and barbiturates); marijuana; narcotics or any opiate or synthetic equivalent; and alcohol.

29. Days

A day is a 24-hour period. When the word "days" is used as a method of counting, it means business days, or weekdays, rather than weekend days; unless otherwise stated. If all days of the week are to be included in the count, the phrase "calendar days" should be used.

30. Demotion

The reassignment of an employee to a position having a lower pay grade (and salary range) than the position from which the reassignment was made.

31. Department

A principal operating unit as designated by the City Manager.

32. Department Head

The person having authority and responsibility for an entire department of city government, where the position is identified as such on an organizational chart. Currently these are job titles of: City Manager, Chief of Police, Fire Chief, Community Service Director, and Recreation Manager.

33. Designee

The person, or persons, to whom a higher-level supervisor, manager, or department head delegates certain authority for decisions, particularly in their absence.

34. Disability (Disabled)

A physical or mental impairment that substantially limits one or more major life activities, or a record of such an impairment, or being regarded as having such an impairment; or any individual classified as a disabled individual under any state or federal statute, particularly the Americans with Disabilities Act.

35. Discrimination (Unlawful)

Employment practices which are prohibited by state or federal laws, and which include discrimination based on race, color, sex, religion, national origin, age, mental or physical disability, or any other characteristic or class protected by law.

36. Discipline

Action taken against an employee ranging from counseling to dismissal.

37. Dismissal (aka Discharge)

An action initiated by the City to terminate an individual's employment with the City.

38. Doctor's Excuse

A medical statement signed by a medical physician (or other similar healthcare provider, such as dentist, chiropractor, etc.) licensed to practice in their state; provided that the excuse is written for a condition within the scope of their license.

39. Employee

A. Any person in the service of the City who receives compensation and where the City has the right to control and direct the employee in how the work is performed, is provided resources and tools to perform the job, and who is subject to performance evaluation, discipline, or dismissal.

B. There are four (4) type of employees:

(1) Full-Time Employee - an employee who is regularly scheduled to work 40 hours a week for an indefinite period, or an employee who works under an employment contract providing essentially the same provisions. (full benefit package).

(2) Part-Time Employee - an employee who is scheduled to work less than 40 hours a week for an indefinite period. (benefit package governed by insurance/provider contracts and by the conditions of the offer of employment).

(3) Temporary Employee - an employee who is hired to fill a position and whose employment is expected to end at the end of a period.

(4) Seasonal Employee - an employee who is hired to fill a position during a certain time of year and whose employment is expected to end at the end of a period.

C. The following persons are not employees:

(1) Persons enumerated in Section 1.00 as not being covered under these policies (provided however, that they may be covered under specific personnel polices where they are specifically listed).

(2) Independent contractors paid through accounts payable (rather than payroll).

40. Employment (Nepotism)

Refers to employees, independent contractor status, and includes full-time, part-time, temporary, or any other basis of employment or engagement.

41. Equivalent Position

A position with the same pay, benefits, and working conditions; with the same or similar responsibilities and duties; requiring substantially equivalent skill, effort, responsibility, and authority.

42. Essential Employees

Those employees as determined by the City Manager who are required to perform their normal, routine job duties regardless of adverse weather conditions. Adverse weather conditions are declared and defined by the City Manager. Typically, this category includes sworn police officers, communications officers, and public works maintenance employees.

43. Essential Job Functions

Those functions actually performed in the job, the removal of which would fundamentally alter the position. To determine whether a function is essential, it must be determined whether the position exists to perform that function and whether there are other employees available to share that function, as well as the degree of expertise required to perform the function. Whether a function is essential also depends on the content of the written job descriptions, the time spent performing the particular functions, and the consequences of failing to require the employee to perform the function.

44. Exempt Position

A position that is not covered by the minimum wage and overtime regulations of the Fair Labor Standards Act (FLSA) because the job duties qualify it for an executive, administrative, professional or other recognized exemption. All employees falling under the exempt classification will be paid on a weekly salary basis.

Exempt employees are expected to fulfill the duties of their positions regardless of hours worked, but they are not required to adhere to strict time record keeping, and attendance rules for pay purposes.

45. External Recruitment

The recruitment of applicants from outside the City organization for a particular vacancy.

46. Health Care Provider (FMLA)

see FMLA policy

47. Hiring Authority

The person authorized to make a hiring/discharge decision; usually Department Heads and the City Manager unless they have delegated that authority to another employee.

48. Incumbent

The individual occupying a specific position of employment (a job).

49. Independent Contractor

An individual, or entity, which controls the manner and method of delivery of personal services to the City. An independent contractor is distinguished from an employee by such things as advertising its services to the general public; furnishing its own tools, materials, and training; and choosing when and how services will be provided. Independent contractors are not employees of the City, are not subject to tax withholding, and are not entitled to employee benefits. Payments to independent

contractors are reported on IRS Form 1099. *(see also, Employee)*

50. Immediate Family (Sick Leave & Funeral Leave Policies)

Included are the employee's spouse, children, parents, brothers and sisters, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents or grandchildren. The definition is extended to any other person who resides in the employee's household and who is recognized by law as a dependent of the employee.

51. Immediate Family (FMLA policy)

Included are the employee's spouse, son, daughter, or parent.

52. Injury

An impairment that limits, precludes, or diminishes a person's ability to perform certain job tasks or perform specific job skills.

53. Internal Recruitment

The recruitment of applicants from within the City organization for a particular vacancy.

54. Job Analysis

A systematic study of the tasks, duties, responsibilities and other job-related factors of a position.

55. Job Class

A position, or group of positions, having similar duties and responsibilities, requiring similar qualifications, which can be properly designated by one title indicating of the nature of work performed and which are assigned to the same salary range.

56. Job Description

The summary of basic minimum requirements for the position, duties and responsibilities for each job, and includes the knowledge, skills and abilities (KSAs), and hiring standards/requirements.

57. Job Posting

A notice prepared by the Human Resources department listing an available opening(s) with the City.

58. Job Task Analysis

The identification of the major behaviors (knowledge, skills, and abilities--"KSA") required to perform effectively at the entry-level position.

59. Knowledge

A body of information applied directly to the performance of a function. It is usually a range of information of a factual or procedural nature, which, if applied, makes adequate performance of the

work possible. "Uniform Guidelines on Employee Selection Procedures" (1978)

60. **Major Life Activities (ADA)**

Including caring for oneself, performing handbook tasks, walking, sitting, standing, lifting, reaching, seeing, hearing, speaking, breathing, learning, and working. This list is not exhaustive.

61. **May/Can**

Indicates an action or condition is permissive and discretionary.

62. **Modified Duty**

Duty which does not include all of the normal and usual tasks performed by the employee.

63. **Non-Exempt Position**

A position subject to the minimum wage and overtime regulations of the Fair Labor Standards Act (FLSA). All employees falling under the non-exempt classification will be paid at an hourly rate. Non-exempt employees are required to accurately account for their time and are compensated at time-and-half for all overtime hours (either by pay or, if the employee consents, by compensatory time).

64. **O.C.G.A.**

Official Code of Georgia, Annotated (Georgia Law)

65. **On-Call**

Describes a condition in which an employee is specifically expected to be available to report back to work after the end of the regular work day, in the case of an emergency or urgent need for service.

66. **Outside Employment**

Any paid employment performed by an employee in addition to his employment with the City.

67. **Overtime**

Time worked in excess of the legally allowed number of hours in a period for non-exempt positions, which requires compensation at the overtime rate.

68. **Parent (FMLA policy)**

The biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

69. **Pay Grade**

A level of pay associated with a minimum and maximum annualized salary figure (pay range) identified by its hierarchical relationship to other levels of pay; the pay grade is labeled with a number.

70. Pay Plan

A schedule of pay grades and pay ranges systematized into sequential rates including minimum, intermediate, and maximum rates of pay along with guidelines for the administration of compensation.

71. Pay Period

Same as workweek.

72. Pay Range

The range between the minimum and maximum pay rate within a pay grade; also known as a salary range.

73. Pay Step

A number assigned to a step within a pay grade.

74. Pay Status

Pay status includes any period of time for which an employee receives pay for time worked, including compensatory time off, or for time on paid leave.

75. Performance Appraisal Rater

The supervisor tasked with evaluating and rating the employee's performance; usually the immediate supervisor. The Rating Supervisor must be able to observe and supervise the work performance of the employee.

76. Performance Increase

An increase in pay based on an employee's job performance. Applies to all employees, except for those who have reached the end of the grade and steps.

77. Personnel Action

Any transaction which affects an employee's terms or conditions of employment such as employment, promotion, demotion, suspension, dismissal, transfer or salary increase or decrease; also refers to the official document (Personnel Action Form) used to implement such a transaction.

78. Personnel File

The official central file for information pertaining to each employee. It is maintained by the City's Human Resources department.

79. Physician

A person licensed by the state to practice medicine (M.D. or D.O.)

80. Position

(a) An individual's position is denoted by their job tasks and description. For example, an individual's position is whether they are either a police officer, records clerk, etc. Official position titles are used in all personnel, payroll, accounting, budget appropriations and functional records and transactions; however, "working" or "functional" job titles may be used at the discretion of each Department Head.

(b) A group of current duties and responsibilities, assigned by competent authority, requiring the full- or part-time employment of one person; the existence of a position or its identity does not depend upon its being occupied by an employee.

81. Probationary Period

A period of time (6 months unless otherwise noted) during which a new employee, or a currently employee who has moved to a different position, is being evaluated for their ability to perform the duties of the job and the adequacy of their performance.

82. Promotion

The reassignment of an employee to a previously vacant position which is in a higher pay grade and pay range than the position from which the reassignment is made. Promotions may be "competitive" or "non-competitive." "Competitive" promotions are those situations where multiple persons are competing against each other for positions. "Non-competitive" promotions are those situations where the employee must meet certain qualifications for promotion, but there is no competition between individuals.

83. Qualified Individual With a Disability

An individual with a disability who, with or without reasonable accommodation, can perform essential functions of the employment position that such individual holds or desires.

84. Rank/Title

An individual's rank is denoted by their standing of authority and responsibility regarding their position. For example, an individual may hold the rank of Sergeant in the Criminal Investigation Division, the rank of Lieutenant in the Uniform Patrol Division, or the title of Records Supervisor.

85. Reasonable Accommodation

A modification or adjustment to a job, the work environment, or the way things are done that enables a qualified individual with a disability to perform essential job functions. Such accommodation is required unless it poses an undue hardship on the employer. The determination of what accommodation is reasonable in a particular situation involves a process in which the City and the employee identify the precise limitations imposed by the disability and explore potential accommodations that would overcome those limitations.

86. Reclassification

The reassignment of an existing position from one job class to another based on changes in job content such as tasks, duties, difficulty, required skill, and responsibility of the work performed.

87. Recruitment

The solicitation of applications for a position.

88. Reduction in Force (RIF)

The procedure used to eliminate or reduce a portion of one or more filled positions in one or more organizational units due to budgetary limitations, shortage of work, or organizational changes.

89. Reemployment

When an employee's services have been terminated, and that employee is subsequently employed and they are not credited with their prior service for purposes of calculating leave accrual rates and other benefits associated with length of service.

90. Regrading

The change of a pay grade for a current job title based on market salary survey or job evaluation; positions can be regraded upward or downward.

91. Regular Employee

An employee who has successfully completed their "Probationary Period".

92. Reinstatement

The return of a separated employee to City service without a break in service. Examples include return resulting from: (1) Reduction in Force, (2) return from Military Service in accordance with USERRA, (3) the reversal of a discharge action by Mayor and Council or court order, or (4) a negotiated settlement between an employee and the City. Generally, the employee's leave balances for which payment has not been made are returned to the same level that existed when their services were last terminated, and the employee's seniority is reinstated. Prior service is credited for the purpose of calculating leave accrual rates and other benefits associated with length of service. Standard benefits (i.e., health, dental, life, and disability insurance) are usually reinstated with no waiting period. Other voluntary benefits are handled in accordance with standard procedures and/or contract language.

93. Relatives (Funeral Leave)

Relatives are defined separate and distinct from immediate family for purposes of managing funeral leave situations. Relatives consist of aunts, uncles, nieces, nephews, and cousins.

94. Relatives (Nepotism)

Includes the employee's spouse (husband/wife), children (son/daughter), parents (father/mother) and siblings (brother/sister). The definition is also extended to include any other person who resides in the employee's household and who holds themselves out as part of the employee's family.

95. Resignation

Written or oral notification by an employee of their voluntary termination of employment; also occurs when an employee fails to report to work for 3 days.

96. Retirement

Termination of employment which will involve immediately receiving pension benefits.

97. Salary Range

A range of pay associated with a paygrade which includes a minimum and maximum rate of pay.

98. Seasonal Employee

A person employed to serve at a position established to perform work associated with a peak workload period recurring at approximately the same time each year for a period of 6 months or less. Seasonal employees may be either full- or part-time. There is no expectation of continued employment or for re-employment the next seasonal period.

99. Secondary (Outside) Employment

Any employment for which compensation is made outside of the employee's primary job with the City.

100. Seniority

In general, seniority means (in order):

a. The status of one job title over another job title, as determined by Pay Grade (i.e., City Clerk is senior to a Deputy City Clerk, and a Lieutenant is senior to a Sergeant);

b. The length of time an employee has been continuously employed in their current job title;

c. The length of continuous service since the employee's late date of hire with the City.

101. Selection Process

The sum of all activities undertaken to establish the qualifications of the applicant.

102. Separation from Employment

Action initiated by either the City or the employee which ends the employment relationship.

103. Serious Health Condition (FMLA)

See FMLA Policy

104. Shall/Will

Denotes a condition or act that is mandatory.

105. Should

This term indicates that an action or condition is desirable and expected to occur, unless a reasonable explanation for deviation is provided.

106. Skill

A present, observable competence to perform a learned psychomotor act. The essence of a skill and its difference from either a knowledge or an ability is that a skill embodies observable, quantifiable, and measurable rates of performance (e.g., skill at the sequential, repetitive manipulation of a machine at a rapid rate). "Uniform Guidelines on Employee Selection Procedures" (1978).

107. Son or Daughter (FMLA)

Means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is: (1) under 18 years of age; or (2) 18 years of age or older and incapable of self-care because of a mental or physical disability.

108. Spouse

The legally recognized husband or wife of the employee.

109. Substantially Limits

An impairment is substantially limiting if it significantly restricts the duration, manner, or condition under which an individual can perform a particular major life activity as compared to the ability of the average person in the general population to perform that same major life activity.

110. Superior-subordinate relationship

Means an employment relationship wherein one employee has the authority to supervise, direct, or evaluate the performance of the other employee or to finalize, approve, or recommend personnel actions.

111. Supervisor

An individual who directs the work of one or more other employees [subordinates], generally including, but not limited to or requiring: assigning and scheduling work, recommending or taking disciplinary action, providing on-the-job training, and appraising work performance.

112. Suspension

An enforced leave of absence. Can be non-disciplinary (with pay, normally while an investigation is pending) or disciplinary (without pay for disciplinary purposes).

113. Temporary Employee

A person employed to service in a position established to perform unanticipated or nonrecurring work for a period usually, of 6 months or less.

114. Transfer

The reassignment of an employee from one position to another position (in the same or different department) which has the same pay range. A transfer may also describe a situation when the employee and their current position are moved from one department to another.

115. Twelve-Month Period (FMLA)

A rolling, 12-month period measured backward from the date FMLA leave is to be used.

116. Twelve Workweeks of Leave (FMLA)

See Family & Medical Leave Act

117. Undue Hardship

Any accommodation that is substantial or disruptive or would be unduly costly to the City or that would fundamentally alter the nature or operation of the work unit or job.

118. Unlawful Discrimination

Employment practices which are prohibited by state or federal laws; typically involving race, color, sex, religion, national origin, age, disability, or other legally protected class or status.

119. U.S.C.

United States Code (federal law).

120. Volunteer

An individual who provides services to the City without compensation for their time (reasonable reimbursement for expenses is permitted).

121. Work Day

The number of regularly scheduled work hours in a 24-hour period, generally equal to 8 hours for administrative employees.

122. Workplace

Any site used for the performance of work by an employee, including, but not limited to, any City building, facility, premise, or vehicle. In addition, all city-owned property including, but not limited to: offices, desks, lockers, safes, files, cabinets, and toolboxes.

123. Worktime (or hours worked)

All time an employee is "suffered or permitted to work," regardless of where the work is performed. It includes all time spent in physical or mental exertion controlled or required by the City and pursued primarily for the City and its business.

124. Work Week

A fixed period of seven (7) consecutive twenty-four (24) hour periods; currently the workweek begins at 12:00 a.m. on Saturday morning and runs through 11:59 p.m. on Friday night.

AN ORDINANCE OF THE CITY OF HAPEVILLE TO ESTABLISH A NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY OF HAPEVILLE, GEORGIA, AND GOOGLE FIBER GEORGIA, LLC FOR THE INSTALLATION OF NETWORK FACILITIES IN THE CITY PUBLIC RIGHT-OF-WAY

This Franchise Agreement **("Agreement")** is by and between the **CITY OF HAPEVILLE**, a municipal corporation of the State of Georgia **("City"),** and **GOOGLE FIBER GEORGIA, LLC**, a Georgia limited liability company and its subsidiaries, successors, or assigns **("Franchisee")** and is effective as of the Effective Date, as determined in accordance with Section 10 below**.**

RECITALS

A. City has jurisdiction and control over the use of certain public rights-of-way in City, which includes any public street, road, highway, alley, lane, court, boulevard, or other similar public right-of-way, including related facilities such as medians, parkways, sidewalks, public way, public place or rights-of-way, now laid out or dedicated, and the space on, above or below it, and all extensions thereof, and additions thereto, under the jurisdiction of City dedicated to public vehicular or pedestrian transportation or utility uses **("Public ROW").**

B. Franchisee desires, and City desires to permit Franchisee, to install, maintain, operate, and control a fiber optic infrastructure network in Public ROW ("Network") for the purpose of offering communications services ("Services"), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) ("Broadband Internet Services") and Voice over Internet Protocol services, but excluding multichannel video programming services that would be subject to a video services franchise and telecommunications services as defined in 47 C.F.R. § 153(53), to residents and businesses in City ("Customers").

C. The Network may consist of equipment and facilities that may include aerial or underground fiber optic cables, lines, wires, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities ("Network Facilities").

AGREEMENT

In consideration of the mutual promises made below, City and Franchisee agree as follows:

1. <u>Permission to Encroach and Occupy.</u>

1.1. <u>Permission to Encroach on and Occupy Public ROW</u>. Upon the occurrence of the events set forth herein and subject to the conditions set forth in this Agreement, City grants Franchisee permission to encroach on and occupy the Public ROW (the **"Franchise")** for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary, removing the FTTP Network and the related Network Facilities (the **"Work")** in order to offer Services to residents and businesses in City. This Agreement and the Franchise do not authorize Franchisee to use any City or other public property other than the Public ROW as defined herein. Franchisee's

use of any other City or other public property, including without limitation poles and conduits, buildings, parks, grounds, lots, and parcels, will be governed under one or more separate agreements regarding those properties.

1.2. Subject to State and Local Law. This Agreement and the Franchise are subject to City's valid authority under State and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement. Franchisee shall at all times comply with the city's code of ordinances ("City Code"), as may be amended from time-to-time.

1.3. Subject to City's Right to Use Public ROW. This Agreement and the Franchise are subject and subordinate to City's prior and continuing right to use the Public ROW, including, but not limited to, constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.

1.4. Subject to Pre-Existing Property Interests. City's grant of the Franchise is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Franchisee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.

1.5. No Grant of Property Interest. The Franchise does not grant or convey any property interest.

1.6. Non-Exclusive. This Franchise is not exclusive. City expressly reserves the right to grant franchises, permits, privileges or other rights, if necessary under applicable law, to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever **("Person")**, as well as the right in its own name as a municipality to use Public ROW for purposes similar to or different from those allowed Franchisee under this Agreement.

1.7. No Waiver of Police Power. Neither this Agreement nor the Franchise shall be construed to waive or otherwise restrict the City's lawful exercise of its police power.

2. Franchisee's Obligations.

2.1. Individual Permits Required. Franchisee will obtain City's prior approval of required individual encroachment, construction, and other necessary permits as may be required by state law or City Code before placing, replacing, repairing, or altering its Network Facilities in the Public ROW. Franchisee will provide to City any information lawfully required by City. Franchisee will pay all lawful processing, field marking, engineering, and inspection fees before City issues individual permits.

2.2. Franchisee's Sole Cost and Expense. Franchisee will perform the Work at its sole cost and expense.



2.3. Compliance with Laws. Franchisee will comply with all applicable laws and regulations, including the City Code, when performing the Work.

2.4. Undergrounding. Franchisee will install or relocate its FTTP Network underground in those areas and portions of City where all transmission and distribution facilities of the public utilities providing electric and communications services are required by City Code, ordinance, or regulation to be placed underground. In those areas where any third-party electricity or communications transmission or distribution facilities remain above ground, Franchisee may install or keep and retain its Network Facilities above ground until such third-party facilities are required to be moved underground.

2.5. Reasonable Care. Franchisee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater. Franchisee shall comply with all applicable building, electric and other safety codes.

2.6. Non-Interference. Franchisee will place its Network Facilities in conformance with the permits, plans, and drawings approved by City. Franchisee will not place its Network Facilities where they will interfere with gas, electric, communications, water, sewer or other utility facilities or with vehicular or pedestrian traffic or sight lines.

2.7. No Nuisance. Franchisee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.

2.8. Repair. Franchisee will promptly, and within any times frames required by City Code or permitting requirements, repair any damage to the Public ROW, City property, or private property if such damage is caused by Franchisee's Work unless another Person is primarily responsible for the damage (e.g., where a Person other than Franchisee fails to accurately or timely locate its underground facilities as required by State law). Franchisee will repair the damaged property to a condition equal to or better than that which existed prior to the damage, or as otherwise required by the City Code.

2.9. Identification of Network Facilities. Franchisee will identify its Network Facilities using an identification method mutually agreed upon by the parties, or as established by standard industry practices and reasonably directed by City if the parties cannot mutually agree on an identification method. For underground facilities, the identification will be detectable without opening the street or sidewalk.

2.10. Cooperation in Joint Trench Opportunities. Franchisee will cooperate with City in identifying ways to minimize the amount of construction in the Public ROW through joint trenching, sharing duct banks, and cost sharing with City and third parties undertaking similar construction projects involving the installation of underground communications facilities. Franchisee's cooperation obligation is subject to any such proposed joint trenching, duct sharing, and cost sharing opportunities being



sufficiently compatible with Franchisee's plans, as reasonably determined by the Franchisee. Without limiting the foregoing, (i) the cooperation opportunity would not be deemed sufficiently compatible with Franchisee's plan where the opportunity involves different areas of the Public ROW than Franchisee has permission to occupy under this Agreement, or would unreasonably delay or otherwise hinder Franchisee's construction plans, and (ii) Franchisee is not obligated to cooperate if Franchisee enters into a commercial cooperation agreement reasonably satisfactory to the Franchisee with respect to such joint trenching or other cooperation with City or the third-party, as applicable. Franchisee will make good faith efforts to enter into any such commercial cooperation agreement in connection with fulfilling the foregoing cooperation obligation.

2.11. As-Built Drawings and Maps. Franchisee will maintain accurate as-built drawings and maps of its Network Facilities located in City and will provide them to City upon request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete).

3. City's Obligations.

3.1. Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent threat to the health, safety, or property of City or its residents, City may remove or relocate the applicable portions of the Network Facilities without prior notice to Franchisee. City will, however, make best efforts to provide prior notice to Franchisee before making an emergency removal or relocation. In any event, City will promptly provide to Franchisee a written description of any emergency removals or relocations of Franchisee's Network Facilities. Franchisee will reimburse City for its actual, reasonable, and documented costs or expenses incurred for any such work performed by City, the cause of which was Franchisee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities.

3.2. Removal of Abandoned Network Facilities. If Franchisee abandons any portions of its Network Facilities **("Abandoned Network Facilities")**, Franchisee will notify City and will either remove the facilities at its own expense within a commercially reasonable period of time or may abandon some or all of the Abandoned Network Facilities in place if such facilities are underground or otherwise authorized to be abandoned in place by City Code or permit. Abandoned Network Facilities do not include Network Facilities intended for emergency use, redundant Network Facilities, or Network Facilities intended to meet future demand or capacity needs.

3.3. Relocation to Accommodate Governmental or Public Purposes. If Franchisee's then-existing Network Facilities would interfere with City's planned use of the Public ROW or other City property for a lawful governmental or other public purpose, such as, by way of example but not limitation, the construction of a new water or sewer line or the widening, straightening, or relocation of a public road or the construction of any public or civic improvement project, Franchisee will, upon written notice from City, relocate its Network Facilities at Franchisee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties. Franchisee will relocate its Network Facilities within a commercially reasonable



period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that City may not require Franchisee to relocate or remove its Network Facilities with less than 180 days' notice, unless otherwise mutually agreed upon by the parties or necessitated by public safety or similarly exigent circumstances.

3.4. Relocation to Accommodate Third Parties. If Franchisee's then-existing Network Facilities would interfere with a third-party's planned commercial use of the Public ROW, the third party will be required to bear the cost of relocating Franchisee's existing Network Facilities. Unless otherwise required by law, Franchisee shall not be required to permanently relocate its facilities to accommodate a third party if doing so would materially and adversely affect Franchisee's ability to provide Services.

3.5. Non-Discrimination. To the extent permitted by and consistent with applicable law, the City will not unreasonably discriminate between Franchisee and other similarly situated non-incumbent facilities-based broadband internet access service providers with respect to its management of their use of the Public ROW.

3.6. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Franchisee will, after the removal or relocation of the Network Facilities, at its own cost (except to the extent subject to reimbursement pursuant to Section 3.4 hereof), repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with the construction related conditions and specifications as established by the City Code or permitting requirements. Before proceeding with removal or relocation work, Franchisee will apply for and obtain a street encroachment permit from the City.

4. Contractors and Subcontractors.

4.1. Use of Contractors and Subcontractors. Franchisee may retain contractors and subcontractors to perform the Work on Franchisee's behalf. Such contractors and subcontractors shall, at all times, comply with the terms of this Agreement and the City Code, and Franchisee shall at all times be responsible for the work of its contractors or subcontractors relating to the construction, maintenance or operation of the FTTP Network or the Network Facilities and for its contractors' or subcontractors' compliance or failure to comply with this Agreement or the City Code.

4.2. Contractors to be Licensed. Franchisee's contractors and subcontractors used for the Work will be properly licensed under applicable law.

4.3. Authorized Individuals. Franchisee's contractors and subcontractors may submit individual permit applications to City on Franchisee's behalf, so long as the permit applications are signed by individuals that Franchisee has authorized to act on its behalf via a letter of authorization provided to City in the form attached as **Exhibit A ("Authorized Individuals").** City will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those



applications as if they had been submitted by Franchisee under this Agreement.

5. **Franchise Fee.** Franchisee will pay City a fee **("Franchise Fee")** which will compensate City for Franchisee's use and occupancy of Public ROW pursuant to the Franchise. Franchisee and City acknowledge and agree that the Franchise Fee provides fair and reasonable compensation for Franchisee's use and occupancy of Public ROW as authorized. The Franchise Fee will begin accruing on the Effective Date and be calculated as follows:

5.1. Franchise Fee. Franchisee will pay City a Franchise Fee equal to two percent (2%) of Gross Revenues for a calendar quarter, remitted within forty-five (45) days of the end of each calendar quarter, commencing on the Effective Date. The payment will be accompanied by a report showing the basis for the computation and such other relevant facts as may be required by the City to determine the accuracy of the payment.

5.1.1. As used herein, **"Gross Revenues"** means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) derived by Franchisee from the provision of Broadband Services using the **FTTP** Network. Gross Revenues will include all consideration paid to Franchisee or its direct parent's subsidiaries, solely to the extent any such entity offers Broadband Services that are provided through Network Facilities located at least in part in Public ROW. Gross Revenues include but are not limited to:

(i) all fees charged to end-user customers for Broadband Services provided through Network Facilities located at least in part in Public ROW; and

(ii) any fee or cost imposed on Franchisee by this Agreement, whether or not Franchisee chooses to separately itemize the fee or cost on its bills to end-user customers (including without limitation the Franchise Fee set forth in this Agreement).

5.1.2. For the purposes of this section, Gross Revenues does not include:

(i) any revenue not actually received, even if billed, such as bad debt;

(ii) refunds, rebates, or discounts made to end-user customers, or City;

(iii) revenue derived from the sale of Services for resale in which the purchaser is required to collect and remit similar fees to the City;

(iv) revenue derived from the provision of Services to end-user customers where none of the Network Facilities, or any other facilities of Franchisee or any affiliate, that are used to provide such Services are located in Public ROW;

(v) any forgone revenue from Franchisee's provision of Services to



customers at no charge if required by state law;

(vi) any revenue derived from advertising;

(vii) any revenue derived from rental of modems, or other equipment used to provide or facilitate the provision of the Services;

(viii) any revenue derived from referral or marketing agreements with third party providers of online services which Franchisee may make available to its customers;

(ix) any tax of general applicability imposed upon Franchisee's end-user customers (but not on Franchisee) by City or by any state, federal, or any other governmental entity, and required to be collected by Franchisee and remitted to the taxing entity (such as sales and use taxes and utility users taxes); the license fee imposed by Section 5.1.1 (ii) is not excluded from the calculation of Gross revenues;

(x) any forgone revenue from Franchisee's provision, in Franchisee's discretion, of free or reduced cost Services to any Person, including without limitation employees of Franchisee; provided, however, that any forgone revenue which Franchisee chooses not to receive in exchange for trades, barters, services, or other items of value will be included in Gross Revenues; and

(xi) sales of capital assets or sales of surplus equipment that is not used by the purchaser to receive Services from Franchisee.

5.2. Fee Itemization. Provided it does so in an accurate and non-misleading manner, Franchisee may itemize, as a separate line item on the regular bill of any subscriber whose Broadband Services are provided by Network Facilities located at least in part in Public ROW, the portion of the price of the Services that is attributable to Franchisee's recovery of revenues sufficient to pay the Franchise Fee.

5.3. Audit. City may examine the business records of Franchisee in accordance with applicable law to monitor and ensure Franchisee's compliance with this Section 5, during reasonable times and following no less than thirty (30) days' prior written notice. Franchisee will keep all business records reflecting its gross revenues for at least three (3) years. City may, in the event of a dispute concerning compensation under this Section 5, bring an action in any court of competent jurisdiction.

5.4. Interest on Late Payments. Any payments that are due and payable under this Agreement that are not received within 30 days from the specified due date will be assessed interest at a rate of one (1) percent per month.

5.5. Change in Law. Notwithstanding anything to the contrary herein, in the event of a change in local, state, or federal law applicable to the City and this Agreement that



(i) prohibits collection by any right-of-way franchising authority of any franchise fee from all providers of Services, or (ii) reduces the percentage of revenue on which the franchise fee paid by all providers of Services is based to a percentage that is lower than the revenue percentage set forth in Section 5.1 hereof, then Franchisee will have no obligation to pay the Franchise Fee, or to pay the Franchisee Fee based on such reduced revenue percentage, as the case may be. In the case of a reduction in the percentage of revenue on which a franchisee fee may be based, the revenue percentage will be commensurately reduced.

5.6. Fee Excludes Costs and Taxes. The Franchise Fee required by this Section shall be exclusive of, and in addition to, (a) any costs incurred by, or any cost reimbursement requirement imposed on, Franchisee to comply with this Agreement, and (b) any other tax, fee, or assessment lawfully imposed on Franchisee by the City or any other governmental entity.

6. Indemnification.

6.1. Obligations. Franchisee will defend and indemnify City, its officers, elected representatives, employees and agents from any claims and liabilities (including reasonable attorneys' fees and court costs) related to any third-party claim for property damage, personal injury, or death caused by negligence, recklessness, or intentional wrongful conduct of Franchisee or its contractors or subcontractors arising from the construction, operation, maintenance or repair of the FTTP Network or Network Facilities, or Franchisee's exercise or enjoyment of the rights granted by this Agreement or the Franchise ("Claims"); provided, however, that indemnification relating to personal injury of employees will not apply to any Claims made by City's employees that are covered under applicable workers' compensation laws.

6.2. Notice of Claims. City will give prompt written notice to Franchisee of any Claim or threatened Claim no later than thirty (30) calendar days after City receives written notice of the action, suit, or proceeding. City's failure to give the required notice will not relieve Franchisee from its obligation to indemnify City unless, and only to the extent, that Franchisee is materially prejudiced by such failure.

6.3. Defense. Franchisee will have the right at any time, by notice to City, to participate in or assume control of, the defense of the Claim with counsel of its choice, which counsel must be reasonably acceptable to City. City agrees to cooperate fully with Franchisee and City will have the right to participate in the defense at its own expense. If Franchisee does not assume control or otherwise participate in the defense of any Claim, Franchisee will be bound by the results obtained by City with respect to the Claim. If Franchisee assumes the defense of a Claim, then in no event will Franchisee cause the City to admit to any liability with respect to, or settle, compromise or discharge, any Claim against the City without the City's prior written consent.

7. Limitation of Liability. Except for franchisee's indemnity obligations set forth in Section 6 hereof, neither party will be liable for any indirect, special, incidental, consequential, exemplary or punitive damages in connection with this agreement. The parties



acknowledge that this limitation will be subject to and may be limited by applicable state law.

8. **Performance Bond.** If Franchisee has not previously provided City with a performance bond under any prior agreement, Franchisee will, promptly after the Effective Date, provide City with a performance bond in the amount of Ten Thousand dollars ($10,000.00), naming City as obligee and guaranteeing Franchisee's faithful performance of its obligations under this Agreement. The performance bond will remain in full force during the Term of this Agreement. At Franchisee's election, any performance bond previously provided by Franchisee to City and associated with its state or local video service franchise may be applied to its obligations, in whole or in part, under this paragraph.

9. **Insurance.**

9.1. Required Coverage. Franchisee will carry and maintain the following insurance:

9.1.1. Commercial General Liability (CGL), with policy limits not less than $2,000,000 in aggregate and $2,000,000 for each occurrence covering bodily injury and property damage, and $5,000,000 umbrella coverage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names City, its employees, and officers as additional insureds.

9.1.2. Workers' Compensation with policy limits not less than the minimum state law requirements.

9.2. Proof of Insurance. All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed directly to City's insurance compliance representative upon City's written request.

10. **Effective Date and Term.** This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and state law ("Effective Date"). The Franchise will expire automatically on the fifteenth (15th) anniversary of the Effective Date, unless earlier terminated in accordance with the provisions herein. Thereafter, the Franchise will automatically renew for successive 5-year terms (each a **"Renewal Term")** unless a party provides at least six (6) months' prior written notice to the other party of its intent not to renew.

11. **Termination**.

11.1. Termination by City. City may terminate this Agreement if Franchisee is in material breach of the Agreement, provided that City must first provide Franchisee written notice of the breach and an opportunity to cure. No termination under this paragraph will be effective until one hundred and twenty (120) days after Franchisee's receipt of notice from City of any material breach.

11.2. Termination by Franchisee. Franchisee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to City.



12. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, or directly or indirectly through equity sale or merger, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assignee shall assume all obligations or liabilities of the assigning party under the Agreement, whether arising before or after the effective date of the transfer or assignment If the assignee agrees in writing to this assumption, then the assigning party will be released from all of its rights and obligations upon such assignment.

12.1. Notwithstanding the foregoing, and subject to the conditions set forth in Section 12.2 below, Franchisee may at any time, on written notice to City, assign this Agreement and/or any or all of its rights and obligations under this Agreement:

12.1.1. to any Affiliate (as defined below) of Franchisee;

12.1.2. to any successor in interest of Franchisee's business operations in City connection with any merger, acquisition, or similar transaction if Franchisee reasonably determines after appropriate investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or

12.1.3. to any purchaser of all or substantially all of Franchisee's Network Facilities in City if Franchisee reasonably determines after appropriate investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.

12.2. In the case of any assignment under Section 12.1, the Affiliate, successor or purchaser shall submit to the City within 45 days of consummation of the transaction (a) its address, principal place of business and contact information, and (b) an affirmative declaration that it accepts the terms of this Agreement and **will** assume all obligations or liabilities of the Franchisee under the Agreement, whether arising before or after the effective date of the transfer, assignment or purchase, and that it will comply with all applicable federal, state and City laws and regulations regarding the placement and maintenance of facilities in the Public ROW.

Following any assignment of this Agreement to an Affiliate, Franchisee will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this section, (i) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Franchisee; and (ii) "control" will mean, with respect to: (a) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (b) a non-U.S. corporation, **if** the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (c) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.



13. **Notice.** All notices related to this Agreement will be in writing and sent, if to Franchisee to the email addresses set forth below, and if to City to the address set forth in City's signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by facsimile transmission or by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

    Franchisee's e-mail address for notice is googlefibernotices@google.com, with a copy to legal-notices@google.com.

14. **General Provisions.** This Agreement is governed by the laws of the State of Georgia. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Franchisee may use electronic signatures.

[Signature page follows]

Signed by authorized representatives of the parties on the dates written below.

FRANCHISEE:

GOOGLE FIBER GEORGIA, LLC

By: _____
(Authorized Signature)

Philipp Schindler
Authorized Signatory

2026.04.15 12:52:26 -05'00'

_____
(Title)

Address:
1600 Amphitheatre Parkway
Mountain View, CA 94043

Date: _____

CITY:

CITY OF HAPEVILLE, GEORGIA

By: _____
Jim Gilvin, Mayor

ATTEST:

_____
(Title)

Address:

Date: _____

EXHIBIT A
FORM OF LETTER OF AUTHORIZATION

[FRANCHISEE LETTERHEAD]
[Date]
Via Email ([Email Address])

City of [Placeholder]
[Addressee]
[Address]

Re: [Amended] Letter of Authorization

Dear [Name],

In accordance with Section __ of the Franchise Agreement dated _____ _____ between the [TBD] GA and Google Fiber Georgia, LLC ("Google Fiber"), Google Fiber hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to the City on behalf of Google Fiber. [If *applicable:* This letter amends and supersedes the Letter of Authorization dated _____ ____.]

{Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.}

1. Name, Title
2. Name, Title
3. Name, Title (previously authorized, authorization continues)
4. ~~Name, Title~~ (authorization withdrawn)

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the City.

Kind regards,

[Name]
Manager, Google Fiber Georgia, LLC

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (this "Agreement") is made and entered into as of _____, by and between the **CITY OF HAPEVILLE, GEORGIA,** a municipality within Fulton County of the State of Georgia ("Hapeville") and **TREES ATLANTA, INC**, a non-profit organization ("Trees Atlanta").

WITNESSETH:

WHEREAS, the City of Hapeville maintains a Tree Bank to be utilized for the protection, planting, maintenance, and regeneration of City trees and other forest resources, and for related educational programs and materials; and

WHEREAS, the Tree Bank is funded by developers, builders, contractors, homeowners and others as a recompense for permitted and illegal removal and destruction of trees within the City; and

WHEREAS, the City desires to spend an amount not to exceed $15,000.00 of the funds currently in the Tree Bank to plant and care for trees to enhance the City's existing tree canopy; and

WHEREAS, the City of Hapeville City Council finds that it is in the public interest and facilitates and enhances the health, safety and welfare of the citizens of the City of Hapeville to foster and enhance the tree canopy of Hapeville; and

WHEREAS, the City Commissioners further find that Hapeville receives a tangible benefit from the work performed and the product provided by Trees Atlanta pursuant to the Agreement; and

WHEREAS, Trees Atlanta is a non-governmental, non-profit organization, which for 40 years has been committed to the care and replenishment of metro Atlanta's urban forest, which utilizes community volunteers to plant trees, thereby reducing the cost of its services while improving neighborhood involvement and sense of ownership in Hapeville's urban forest; and

WHEREAS, Trees Atlanta has proposed a tree planting campaign in the City of Hapeville. The City of Hapeville Yard Tree Planting Program contemplates that Trees Atlanta will plant a maximum of 40 trees in private yards within the City of Hapeville between October 1, 2026 and March 31, 2027 (the "Program");

NOW, THEREFORE, **FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS** herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby severally acknowledged, the parties hereto do hereby agree as follows:

Scope of Work

1.1 Program

The goal for the Program is to increase the planting of shade trees in private yards to support overall tree canopy coverage in Hapeville. Upon the signing of this agreement, Trees Atlanta and Hapeville shall jointly and promptly undertake the marketing of the Yard Tree Program to City residents. Trees Atlanta will manage the processing of tree requests and coordinate with homeowners for the selection, placement and installation of up to two (2) yard trees per home through this program. Each tree planted as part of the Program shall be referred to singularly as a "New Tree" and collectively as "New Trees" hereinafter. Trees Atlanta staff shall be ultimately responsible for tree planting but may utilize supervised volunteer participation at its discretion. Trees Atlanta shall provide the services described in this section, section 2 and as may be described elsewhere in this Agreement ("Services").

1.1.1 New Trees planted through this Program will be planted on private property located in Hapeville. New Trees may be planted in any location within the yard that Trees Atlanta determines to be appropriate for the species of tree(s) selected by the homeowner. Species selection will be limited to the list approved by City officials and published on the tree request page of Trees Atlanta's website.

1.1.2 Trees Atlanta shall be responsible for securing a written or electronically recorded agreement with the private property owner(s) of record, whereby the property owner(s): (1) grants Trees Atlanta a right of entry to plant the New Tree(s); (2) acknowledges that s/he shall be the owner of the New Tree(s) and shall be responsible for maintaining it/them; and (3) agrees to hold Hapeville and Trees Atlanta harmless for any liability attributable to the planting or presence of the New Trees on the private property.

1.1.3 Each homeowner may request up to two (2) Trees for his/her property and Trees Atlanta staff will, in its sole discretion, determine if two trees are appropriate for the site based on the lot size and other parcel characteristics.

1.1.4 All New Tree(s) shall be planted no later than April 15, 2027.

1.1.5 Trees Atlanta shall provide, on an as needed basis only, one pest control treatment and one fertilization treatment for each New Tree planted. All references in this Agreement to maintaining New Trees shall mean that Trees Atlanta shall be obligated to take such action as is reasonably necessary to provide pest control for the New Tree(s). Homeowners receiving a New Tree on their property shall sign an agreement obligating them to water the New Tree during the first two years and they shall notify Trees Atlanta if they notice any adverse conditions of the New Tree during the two-year replacement period as referenced in section 1.1.8.

1.1.6 The procurement, planting, and maintenance services provided by Trees Atlanta for the New Trees shall include selection of the trees, project design, shipping,

handling, labor, tools, equipment, and other associated expenses and/or activities associated with selection, planting and maintenance (only as described in 1.1.4 above) of the New Trees.

1.1.7 Trees Atlanta shall replace any New Tree planted as a part of the Program that dies during the two-year establishment period, except for trees that die due to vandalism, vehicular accidents, or acts of God. The replacement shall be accomplished at no expense to the City.

1.1.8 Where possible, replacement trees shall be the same species as the tree replaced, as long as the species is compatible with the planting location.

1.1.9 Trees Atlanta may replace any New Tree planted as part of this Agreement that dies due to vandalism, vehicular accidents, or acts of God, provided that any such replacement trees shall be counted toward the total number of New Trees to be planted pursuant to section 1.1 above, and not as a replacement pursuant to section 1.1.8 above. Replacement of trees under this section shall only be executed with prior City approval.

1.1.10 Pursuant to specifications of the Department of Planning and Community Development, Trees Atlanta shall keep a record of its plantings and care of all New Trees pursuant to section 1.1 above and shall provide this information to the City. The City shall have access to Trees Atlanta's tree planting records and tree inventory system upon request. Trees Atlanta shall utilize i-Tree to calculate details related to the environmental benefits of the New Trees at maturation upon request.

Terms of Providing Services

2.1 Standards for Selecting the Types of Trees to be Procured

When determining which New Tree(s) shall be planted in which locations, Trees Atlanta shall abide by the standards established by the International Society of Arboriculture in the "Trees and Shrub Transplanting Manual" including, but not limited to, the following: (1) only healthy trees with a well-developed root system and a well-formed top characteristic of the species shall be planted; (2) trees selected for planting shall be compatible with the specific site conditions and shall be overstory trees as shown in the Hapeville Tree Protection Ordinance, or other closely similar species as agreed to between Trees Atlanta and the Director of Planning and Community Development from the Planning and Community Development Department; (3) Trees Atlanta shall consider the ability of a species to regenerate a new root system and to become re-established; and (4) deciduous and evergreen trees shall be planted in October, November, December, January, February or March.

2.2 Quality Standards for New Trees to be Procured

2.2.1 New Tree(s) will be free from injury, pests, disease, or nutritional disorders at the time that they are procured and planted by Trees Atlanta.

2.2.2 New Tree(s) will be of good vigor at the time that they are procured and planted by Trees Atlanta. Though the determination of vigor is subjective and depends upon the species of the tree, in general, Trees Atlanta shall procure New Trees that meet the following criteria:

2.2.2.1 The New Tree(s') foliage should have a green or dark green color, large leaves and dense foliage in accordance with its species.

2.2.2.2 The New Tree(s) should have new branches, and the shoot growth should be at least 1 foot per year. At least one half of the branches should arise from points on the lower two thirds of a trunk.

2.2.2.3 Bark texture and appearance on the trunk and branches of the New Trees should be smooth or shiny, as appropriate to the species.

2.2.2.4 New Tree(s) should be tapered, with an increase in diameter and a decrease in height. Trees Atlanta should not procure New Trees with reverse tapers or no taper.

2.2.2.5 The roots of the young New Tree(s) should be light in color.

2.2.3 New Tree(s) will be free of root defects at the time that they are procured and planted by Trees Atlanta, including but not limited to: (a) kinked roots, in which taproots, major branch roots, or both are bent more than 90 degrees with less than 20 percent of the root system originating above the kink; or (b) circling or girdling roots that circle 80 percent or more of the root system by 360 degrees or more.

2.3 Procedures for Planting New Trees

2.3.1 Trees Atlanta will ensure that, when New Tree(s) are planted, the standards established by the International Society of Arboriculture in the "Trees and Shrub Transplanting Manual", are followed, including, but not limited to, the following:

2.3.1.1 Planting holes will be no less than one foot wider than the root ball or the container of the New Tree(s) being planted. Trees Atlanta will, if possible, create a planting hole three times the width of the root ball of the New Tree(s).

2.3.1.2 New Trees will not be planted deeper than their placement in their former location or container.

2.3.1.3 Spade compacted bottom and sides of the planting hole for the New Trees will be roughed or scarified to allow the penetration of the New Trees' developing roots.

2.3.1.4 Planting holes of the New Trees will have good water drainage from the bottom.

2.3.1.5 Once a New Tree is set in a planting hole, the planting hole will be backfilled with soil of good texture and structure. A backfill with native soil alone is adequate.

2.3.1.6 Trees Atlanta will not add fertilizer to the backfill soil unless deemed necessary for the survival of the New Trees. If fertilizer must be added, a low rate will be used. Approximately 1.5 pounds of nitrogen per cubic yard of backfill will be utilized for bare root plants.

2.3.1.7 After placing the backfill soil in the planting hole, the soil will be slightly mounded to allow for settling; a ridge or dike around the perimeter of the hole will be formed to facilitate watering.

2.3.1.8 The backfill soil will be gently tamped, but not compacted, and soaked for settling.

2.4 Post-Planting Procedures for New Trees

2.4.1 Homeowner accepts responsibility for maintaining the New Tree after planting is complete. Trees Atlanta will provide each homeowner with tree care instructions that include watering volume and frequency, mulching, weeding and pruning.

2.4.2 Homeowner may contact Trees Atlanta with any questions related to tree care and Trees Atlanta may, at its discretion, perform a site visit at the request of the homeowner.

2.4.3 Homeowner shall contact Trees Atlanta if the New Tree shows any signs of poor health such that Trees Atlanta may consider corrective action to improve tree health.

2.4.4 If and when Trees Atlanta conducts a site visit, it will evaluate trees for health issues and provide instructions to the homeowner regarding methods to improve tree care and tree health. Should Trees Atlanta identify a nutrient or pest issue, it will apply the appropriate treatment in an effort to return the New Tree to health pursuant to section 1.1.4 above.

2.4.5 If Trees Atlanta is unable to return the New Tree to health, it will replace the New Tree during the following planting season, pursuant to the limitations outlined in section 1.1.6 above.

2.5 Services Summary

In addition to the Services described in section 1.1 and elsewhere in this Agreement, the parties agree as follows:

2.5.1 The Yard Tree Program described in this Agreement will be available to all City residents with property appropriate for planting. Further, Trees Atlanta may, in consultation with the City, group the planting date(s) for specific tree requests based on planting location in order to improve the efficiency of planting operations.

2.5.2 The City will promote the Program to its eligible residents.

2.5.3 The designated Hapeville representative from the Planning and Economic Development Department and Trees Atlanta will identify a limited tree species list from which participating residents will be allowed to choose in consultation with Trees Atlanta.

2.5.4 Trees Atlanta will create an online portal specific to City residents. The portal will enable residents to request trees through the Program. The portal will collect an electronic signature from the homeowner(s) signifying his/her agreement with the disclosures outlined in Section 1.1.2.

Payments; Documentation

3.1 Payments

The cost of the Program shall not exceed $15,000 and will be based solely on the number of trees that Trees Atlanta plants between October 1, 2026 and March 31, 2027 at a cost of $375 per 15-gallon tree.

Trees Atlanta's preferred payment method is ACH or automated clearinghouse; a City-issued check is also an accepted form of payment.

After Trees Atlanta has furnished the City with tree location, planting date and species information for each tree planted under this program, it shall submit a single request for payment, expected to be on or around April 1, 2027. The City retains the right to audit the trees planted under this program prior to remitting payment to ensure proper placement and planting and the City will attempt to complete such an audit by or before April 30, 2026 in order to provide Trees Atlanta timely payment for its services.

3.2 Documentation

Trees Atlanta will send a Program progress report to the City upon request, with such report detailing trees requested and trees planted through the program (no trees will be planted before October 1, 2026). By April 15, 2027, Trees Atlanta shall provide a complete report on trees requested and trees planted, including homeowner name and address, the status of each request and the tree planted date and species, where applicable.

Liability; Indemnity and Insurance

4.1 City's Liabilities

The City shall not in any way be liable or responsible for any loss, damage or expense that Trees Atlanta may sustain or incur in its performance of the work provided for in this Agreement, unless and only to the extent that said loss, damage or expense is caused by the City's gross negligence, intentional misconduct, or breach of this Agreement.

4.2 Indemnification and Hold Harmless by Trees Atlanta

4.2.1 Indemnification by Trees Atlanta

Trees Atlanta agrees to indemnify, defend, and hold harmless the County and the County's officers, agents, employees, and elected officials in their capacities as such (collectively with the County, the "Indemnified Persons") from and against any and all claims, demands, suits, actions, causes of action, damages, liabilities, losses, judgments, and reasonable legal expenses and fees of every kind and character (collectively, the "Claims") that arise directly from Trees Atlanta's performance of its services under this Agreement, but only if and to the extent that such Claims are the direct and proximate result of the negligence of Trees Atlanta in its performance of services hereunder; provided, however, that, if a contractor or subcontractor is retained by Trees Atlanta to perform services under or in connection with this Agreement and has executed an agreement with Trees Atlanta or the County in accordance with Section 4.2.2 hereof and any Claims are suffered by an Indemnified Person as a result (in whole or in part) of the negligence of such contractor or subcontractor (including, without limitation, the negligence of any such contractor's or subcontractor's officers, employees, agents, or other persons acting at the direction or under the supervision or control of such contractor or subcontractor), then the indemnification undertakings of the contractor or subcontractor, as applicable, in favor of the Indemnified Persons shall exclusively apply and the foregoing indemnity from Trees Atlanta shall be inapplicable and unenforceable (the "Contractor/Subcontractor Exclusion"). Notwithstanding anything to the contrary contained in this Agreement, Trees Atlanta shall have no duty to remediate, or to indemnify any Indemnified Person with respect to, any Claim arising from, any potentially dangerous, hazardous, or otherwise unsafe condition unless (a) such condition was caused by the sole negligence of Trees Atlanta in connection with its performance of the services hereunder ***[or under a specific agreement]*** and (b) Trees Atlanta was directed in writing by the County, during the term of this Agreement, to remediate such condition, which writing shall describe the nature and specific location of the condition to be remediated and the asserted negligence of Trees Atlanta that caused such condition to exist; provided, however, that in no event shall Trees Atlanta be deemed to be negligent in its performance of any services pursuant to a request, direction, or instruction of any officer, agent, or employee of the County. Trees Atlanta's agreement to indemnify and hold harmless the Indemnified Persons as set forth hereinabove shall be limited

by the policy terms, including coverage amounts and limitations, of any insurance obtained by Trees Atlanta, provided that such terms and coverage limitations are consistent with the terms set forth in Section 4.3 of this Agreement.

Exclusions from Indemnity: Trees Atlanta's aforesaid indemnity and hold harmless agreement (and the indemnity that Trees Atlanta is obligated by Section 4.2.2 to obtain from its contractors and subcontractors) shall not apply and shall not be enforceable with respect to: (i) any Claims suffered or incurred by any Indemnified Person that is caused, in whole or in part, by such Indemnified Person's negligence; or (ii) any Claim resulting from the act or omission of any person who, at the time of such act or omission, was not an officer, authorized agent, or employee of Trees Atlanta unless such person is acting directly under the supervision, oversight, and control of Trees Atlanta in connection with its provision of services under this Agreement, subject in all events to the provisions in Section 4.2.1 with respect to the Contractor/Subcontractor Exclusion.

4.2.2 Indemnification by Trees Atlanta's Contractors/Subcontractors

Trees Atlanta shall require each of its contractors and subcontractors performing any work pursuant to or otherwise related to this Agreement to execute an agreement with Trees Atlanta that includes an indemnification provision in form and scope substantially as set forth above and in favor of the Indemnified Persons, with the exception that the name of the applicable contractor or subcontractor shall replace "Trees Atlanta" as the party providing the indemnity in favor of the Indemnified Persons; and any agreement between Trees Atlanta and any such contractor or subcontractor shall make clear that each Indemnified Person is a third-party beneficiary of such indemnification and hold harmless agreement. Contractors and Subcontractors of Trees Atlanta agree are not employees of the City of Hapeville, and shall not be entitled to compensation, insurance or benefits from the City for their services performed pursuant to this Agreement.

4.3 Insurance Requirements. Prior to beginning any work on the Program and at all times that this Agreement is in force, Trees Atlanta shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

4.3.1 Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than $500,000 per accident for bodily injury or disease.

4.3.2 Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Agreement applies with limits of liability of not less

than $1,000,000 each occurrence / $2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance will be written on an "occurrence" form.

4.3.3 Automobile Liability Insurance with limits of liability of not less than $500,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.

4.3.4 Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than $3,000,000.

4.3.5 Fidelity Bond (Employee Dishonesty) in the sum of not less than $50,000. All such insurance will remain in effect until final payment is made and the Program is accepted by the City. If Trees Atlanta receives notice of non-renewal or material adverse change of any of the required coverages, Trees Atlanta shall promptly advise the City in writing. Failure of Trees Atlanta to promptly notify the City on non-renewal or material adverse change of any of the required coverages shall be deemed a breach of this Agreement. The insurance policies will contain or be endorsed to contain, the following provisions:

4.3.5.1 A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.

4.3.5.2 Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.

4.3.5.3 Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies will include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City. Certificates of Insurance showing that such coverage is in force shall be filed under this Agreement by the Contractor to the City.

Certificate Holder should read:

City of Hapeville
3468 North Fulton Avenue

Hapeville, GA 30354

Trees Atlanta shall require the same “Insurance Requirements” of/from all sub-contractors who will be working in the Hapeville “tree planting campaign”.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Non-Discrimination

5.1 By execution of this Agreement, Trees Atlanta certifies that, during the term of this Agreement, it shall be bound by and comply with the following statement:

"We the supplier of goods, materials, equipment or services covered by this Agreement shall not discriminate against any volunteer, employee, or applicant for volunteerism or employment, because of the race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age, disability, genetic information, political affiliation, military or veteran status, or any other status or classification protected by applicable federal, state and local laws.”

As used herein, the words “shall not discriminate” shall mean and include, without limitation, the following:

> selection, hiring, placement, assignment, promotion, performance review, discipline, termination, reduction-in-force, layoff, recall, transfer, leave of absence, compensation, and training.

Trees Atlanta shall post in conspicuous places, available to employees and applicants for employment the provisions of the non-discrimination statement above, and the other provisions set forth in this section 5 of this Agreement.

5.1.1 Trees Atlanta shall, in all solicitation or advertisement of employees or volunteers placed by or on behalf of Trees Atlanta, state that all qualified applicants will receive consideration for the employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age, disability, genetic information, political affiliation, military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

5.1.2 Trees Atlanta will take such lawful action with respect to any contractor or subcontractor as the City may direct as a means of enforcing the provisions herein, including penalties and sanctions for non-compliance; provided, however, that in the event Trees Atlanta becomes involved in or is threatened with litigation as a result of such direction by the City, the City will enter into such litigation as is necessary to protect the interest of the City and to effectuate the Equal Employment Opportunity Program of the City.

5.1.3 Trees Atlanta shall include the provisions of section 5 of this Agreement in every contract and subcontract so that such provisions will be binding upon each contractor and subcontractor.

5.1.4 The refusal by Trees Atlanta or any of its contractors or subcontractors to comply with the non-discrimination section of this Agreement, after notice of default and a reasonable opportunity to cure, may subject the offending party to cancellation of the Agreement or contract or subcontract, as applicable.

Term of this Agreement

5.2 This Agreement shall be effective upon the date first above written. The term of this Agreement shall be deemed to have commenced on the date hereof, and shall continue until March 31, 2027 ("Term"), or the date on which Trees Atlanta has rendered all services required under this agreement (including any necessary tree replacements) and all fees and reimbursable expenses are paid to Trees Atlanta in full by the City, in an amount not to exceed $15,000 in accordance with the terms and conditions of this Agreement.

Termination of this Agreement

6.1 Termination for Default. Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a written notice from the other party specifying such default. "Default" shall mean:

6.1.1 If Trees Atlanta fails to perform or observe any of its duties or obligations under the terms of this Agreement.

6.1.2 If the City or Trees Atlanta shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

6.2 Termination for Convenience. Notwithstanding the above, either party to this agreement may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the other party, elect to terminate the Agreement by delivering to the either party, at the address listed below, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to the terminating party at least thirty (30) days prior to the effective date of termination. If this agreement is terminated by the City, the termination will not affect any rights or remedies of the City then existing or which may thereafter accrue against Trees Atlanta. Neither party shall be entitled to recover lost profits, special, consequential, or punitive damages, attorney's fees or costs from the other party to this Agreement for any reason whatsoever. This Agreement shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this section shall survive termination or

expiration of this Agreement.

6.3 Compensation upon Termination. If this Agreement is terminated prior to the last day of the Term, Trees Atlanta shall be exclusively limited to receiving only compensation and expense reimbursement for the work performed under the Program and appropriately documented to and including the effective date of termination specified in the written termination notice.

6.4 Termination of Services and Return of Property. Upon the expiration or earlier termination of this Agreement, Trees Atlanta shall immediately terminate its services and shall deliver promptly to the City all City-owned property relating to this agreement.

6.5 Standard of Performance and Compliance with Applicable Laws. Trees Atlanta warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Program and the obligations imposed by this Agreement. Trees Atlanta agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the work required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit A, in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit B, and in the Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit C, and agrees to execute and provide such certifications to the City, which are incorporated into and made a part of this Agreement.

Trees Atlanta will, at all times, observe and comply in all material respects with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Trees Atlanta hereunder or which in any manner affect this Agreement.

Conflicts of Interest

7.1 Trees Atlanta warrants and represents that:

7.1.1 the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;

7.1.2 Trees Atlanta is not presently subject to any agreement with any other party that will prevent Trees Atlanta from performing in accordance with this Agreement;

7.1.3 Trees Atlanta is not subject to any statute, regulation, ordinance or rule that will materially and adversely affect its ability to perform on a timely basis its obligations under this Agreement;

7.1.4 Trees Atlanta shall be free to accept other work during the term hereof provided that such other work does not interfere with the timely provision of Services hereunder.

Assignment / Delegation

Trees Atlanta shall not assign this Agreement, or the rights created herein or delegate any of its duties hereunder (except to contractors and subcontractors whose contract indemnities are approved pursuant to Section 4.2 hereof) without the prior express written consent of the City. Any attempted assignment or delegation by Trees Atlanta without the prior express written approval of Hapeville may, at the City's sole option, result in the termination of this Agreement without any notice to Trees Atlanta of such termination.

Notices

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to Hapeville:

City of Hapeville
Attn. Tim Young, City Manager
3468 North Fulton Avenue
Hapeville, GA 30354

With copies to:

Adrienne Senter
Planning & Economic Development Director
City of Hapeville
3468 North Fulton Avenue
Hapeville, GA 30354

If to Trees Atlanta:

Greg Levine
Executive Director
825 Warner St. SW, Suite A
Atlanta, GA 30310

With copies to:

Michael Vinciquerra
Business Dev Director
825 Warner St. SW, Suite A
Atlanta, GA 30310

Governing Law and Consent to Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

This Agreement shall be deemed to have been made and performed in City of Hapeville, Georgia. For the purpose of venue, all suits or cause of action arising out of this Agreement shall be brought in the courts of Fulton County, Georgia, notwithstanding any other provision of Georgia law, including any right to be sued in the county of the headquarters of any party.

Waiver of Breach

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

Disputes

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced without first giving at least fourteen (14) calendar days' written notice to the party against whom such action is to be commenced, of the claim and the intent to initiate a civil action.

Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and thereof and supersedes and replaces any and all prior and contemporaneous discussions, representations, understandings and agreements, whether oral or written regarding the same subject matter.

Counterparts

This Agreement may be executed in multiple counterparts and such counterparts taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

CITY OF HAPEVILLE, GEORGIA

By: _____ _____
Date of Execution

ATTEST:

By: _____
Sharee Steed, City Clerk

Approved as to Form:

By: _____
Lajuana C. Ransaw, City Attorney

(SEAL)

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

TREES ATLANTA, INC.

By: Greg Levine, Executive Director

Date of Execution

ATTEST:

By: Mike Vinciquerra, Bus Dev Director

(SEAL)

Witness

EXHIBIT A

CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of Trees Atlanta, Inc. ("Contractor"), whose address is 825 Warner St. SW, Suite A, Atlanta, GA 30307, and I further certify that:

(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, Greg Levine certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

(4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

Contractor:

_____
Greg Levine, Executive Director

EXHIBIT B

AFFIDAVIT VERIFYING STATUS
FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Hapeville, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. §50-36-1, I, Greg Levine, hereby state the following with respect to my application for a City of Hapeville license/permit and/or contract for Trees Atlanta, Inc.:

1. ___X_____ I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20.

Signature of Applicant: _____
Date: _____
Printed Name: Greg Levine_____
*Alien Registration number for non-citizens: _____

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the _____ day of _____, 20__.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

_____

EXHIBIT C

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Hapeville has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_495 904_____
Federal Work Authorization User Identification Number

_06/01/2013_____
Date of Authorization

Trees Atlanta, Inc._____
Name of Contractor

2026-27 Hapeville Front Yard Tree Planting Program_____
Name of Program

_N/A_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ in _____ (city), _____ (state).

_____
Greg Levine / Executive Director

SUBSCRIBED AND SWORN BEFORE ME
THIS THE _____ DAY OF _____

_____
NOTARY PUBLIC

My Commission Expires: _____