



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>

August 18, 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. PRESENTATIONS:

5. PUBLIC HEARING:

6. 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.

7. CONSENT AGENDA:

7.I. Consideration and Action to Approve the July 21, 2026, Mayor and Council Meeting Minutes.

Supporting Document(s):

1. 07212026 Drafted Meeting Minutes

7.II. Consideration and Action to Approve the August 4, 2026, Mayor and Council Meeting Minutes.

Supporting Document(s):

1. 08042026 Drafted Meeting Minutes

8. OLD BUSINESS:

8.I. Consideration and Action to Approve the Proposed 2026 Employee Handbook.

Background:

At the June 2, 2026, and August 4, 2026, City Council meetings, staff presented drafts of a comprehensive revision to the City's Employee Handbook for Council's review and discussion. The current handbook has been in effect since 2018.

Following multiple reviews and revisions, Human Resources now presents the final draft for approval. The proposed 2026 Employee Handbook has been updated to better reflect the City's current policies, procedures, and organizational needs. Council's comments and

concerns have been carefully considered and incorporated into the proposed handbook.

Human Resources and City staff respectfully request that the Mayor and Council approve the fully revised 2026 Employee Handbook.

Supporting Document(s):

1. FINAL REDLINE of HAPEVILLE PERSONNEL POLICY 8-14-2026 v9

- 8.II. 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, the 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. GMA Model ROW Ordinance
2. Google ROW - GMA Comments

9. NEW BUSINESS:

- 9.I. Discussion of Sewer Rates and Potential Increase.

Background:

Hapeville Sewer rates have remained unchanged since 2014. Current rates are not keeping up with capital and operating costs of the department. Staff and City engineers reviewed impacts to annual collections at different price points. This evening for discussion with council we are providing results and recommendations.

Supporting Document(s):

1. Sewer Rate Survey
2. 2026.08.06 - Sewer Rate Adjustment Comparison

10. CITY MANAGER REPORTS:

11. 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.

12. MAYOR AND COUNCIL COMMENTS:

- 13. 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).*

14. 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.



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MARK ADAMS
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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>

July 21, 2026 6:00 PM

MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 6:01 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 July 21st Mayor and Council Meeting.
4. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was recited in unison.
5. **INVOCATION:** Given by Mrs. Ellen Simpson

MAYOR'S OPENING STATEMENT: Mayor Hallman addressed two matters that had generated significant public discussion. Regarding the City's 911 operations, he clarified that the City is only in preliminary discussions with Fulton County, not the City of Atlanta, regarding the possible provision of 911 dispatch services. He emphasized that no formal decision has been made and explained that staffing challenges, anticipated regulatory requirements, and future financial considerations will be evaluated as part of the upcoming budget process.

Mayor Hallman also addressed a proposed multifamily development in the Willingham/Virginia Park area. He explained that the property is not currently zoned for multifamily use and that no project has been approved. The developer has met with City representatives and was encouraged to engage with the surrounding neighborhood. Any request for rezoning would be required to proceed through the City's established review process, including consideration by the Planning Commission and ultimately the Mayor and Council.

Council concurred with Mayor Hallman's remarks and clarifications.

6. PRESENTATIONS:

- 6.I. The Exchange Club of Hapeville and Hapeville Service League will Present two High School Graduates, Denise Cruz and Joshua Cruz, with Certificates And Scholarship Gifts.

The Hapeville Service League and the Exchange Club recognized scholarship recipients *Denise Cruz* and *Joshua Cruz* and presented each recipient with a scholarship award. The recipients were selected based on essays describing their educational goals and future career plans.

Denise Cruz shared her plans to pursue a bachelor's degree in animal bioscience at the University of Georgia, followed by veterinary school, with the goal of working in veterinary medicine, animal welfare, and research.

Joshua Cruz shared his plans to attend Kennesaw State University and later transfer to the Georgia Institute of Technology to study mechanical engineering, with the goal of pursuing a career in aviation and eventually working for Delta Air Lines.

Mayor Hallman thanked the Hapeville Service League, the Exchange Club, and community members for their continued support and investment in Hapeville's youth.

7. PUBLIC HEARING:

- 7.I. Consideration and Action to Approve the Alcohol Beverage License Request for Meharry LLC, at 3279 Dogwood Drive, Hapeville, GA 30354.

Staff Comments: No further comments were provided by staff regarding this item.

Applicant Comments: The applicant was available to address questions or concerns from the governing body.

Public Comments: No public comments were received regarding this public hearing item.

MOTION: Councilman Adams motioned to approve the Alcohol Beverage License Request for Meharry LLC, at 3279 Dogwood Drive, Hapeville, GA 30354; Alderman Rast provided a second. **The motion carried by a vote of 3-1, with Councilman Reichert voting "Nay."**

- 7.II. Consideration and Action to Approve the Alcohol Beverage Application for 501 Hapeville Z Inc. at 501 N. Central Ave, Hapeville, GA 30354.

Staff Comments: No further comments were provided by staff regarding this item.

Applicant Comments: The applicant was available to address questions or concerns from the governing body.

Public Comments: No public comments were received regarding this public hearing item.

MOTION: Councilman Stell motioned to approve the Alcohol Beverage Application for 501 Hapeville Z Inc. at 501 N. Central Ave, Hapeville, GA 30354; Councilman Adams provided a second. **The motion carried with a vote of 4-0.**

- 7.III. Consideration and Action to Approve the Alcohol Beverage Application for Apsilon Management Norman Berry LLC at 3424 Norman Berry Drive, Hapeville, GA 30354.

Staff Comments: No further comments were provided by staff regarding this item.

Applicant Comments: No further comments were provided by the applicant regarding this item.

Public Comments: No public comments were received regarding this public hearing item.

MOTION: Alderman Rast motioned to approve the Alcohol Beverage Application for Apsilon Management Norman Berry LLC at 3424 Norman Berry Drive, Hapeville, GA 30354; Councilman Stell provided a second. **The motion carried with a vote of 4-0.**

- 7.IV. Consideration and Action to Approve a Text Amendment to the Code of Ordinances for Special Event Facilities (Event Centers) - Second Reading **Ordinance 2026-04**

Staff Comments: No further comments were provided by staff regarding this item.

Public Comments: No public comments were received regarding this public hearing item.

MOTION: Councilman Reichert motioned to approve a Text Amendment to the Code of Ordinances for Special Event Facilities (Event Centers) (**Ordinance 2026-04**); Alderman Rast provided a second. **The motion carried with a vote of 4-0.**

- 8. QUESTIONS ON AGENDA ITEMS:** There were no questions on agenda item(s) at this meeting.

9. CONSENT AGENDA:

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

9.II. Consideration and Action to Enter into a Memorandum of Understanding with Hapeville Elementary School to Allow Emergency Evacuation of School Facilities to The Hoyt Smith Recreation Center.

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

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

11. NEW BUSINESS:

11.I. Consideration and Action to Approve the Event Request and Road Closure for the "Back 2 School Block Party".

MOTION: Councilman Reichert motioned to approve the Event Request and Road Closure for the "Back 2 School Block Party"; Councilman Adams provided a second. **The motion carried with a vote of 4-0.**

11.II. Consideration and Action to approve Piedmont Paving, Inc. in the amount of \$308,668.60 for the milling and paving of Oakdale Road, LaVista Dr., and Walnut Street.

MOTION: Alderman Rast motioned to approve Piedmont Paving, Inc. in the amount of \$308,668.60 for the milling and paving of Oakdale Road, LaVista Dr., and Walnut Street; Councilman Reichert provided a second. **The motion carried with a vote of 4-0.**

11.III. Consideration and Action to approve the Corbett Group in the amount of \$182,220.00 for the CDBG Parks Improvement Project at the John Lewis Memorial Park.

MOTION: Councilman Adams motioned to approve the Corbett Group in the amount of \$182,220.00 for the CDBG Parks Improvement Project at the John Lewis Memorial Park; Councilman Stell provided a second. **The motion carried with a vote of 4-0.**

11.IV. Consideration and Action to approve an Intergovernmental Agreement with Fulton County and all the qualifying cities located inside the boundaries of Fulton County and outside the city limits of the City of Atlanta for the use and distribution of proceeds generated by the 2026 Transportation Special Purpose Local Option Sales Tax Referendum.

MOTION: Councilman Stell motioned to approve the Intergovernmental Agreement with Fulton County and all the qualifying cities located inside the boundaries of Fulton County and outside the city limits of the City of Atlanta for the use and distribution of proceeds generated by the 2026 Transportation Special Purpose Local Option Sales Tax Referendum; Councilman Reichert provided a second. **The motion carried with a vote of 4-0.**

12. CITY MANAGER REPORTS: City Manager Tim Young reported that staff were beginning preparations for the City's upcoming budget process. Throughout August, staff will conduct a detailed review of projected revenues and expenditures in preparation for Council consideration of the millage rate and budget readings in September. Staff will continue providing Council with information regarding identified financial concerns and operational needs.

13. PUBLIC COMMENTS:

1. Ben Martinez
2. Hunter Tracy
3. Melvin Traynum
4. Mark McPherson
5. Ann Cruz

Submitted via Email

6. Deena Minner
7. Hannah Jackson
8. Asante & Kristen Farid
9. Karin Harp
10. Tiffany Lui
11. Dr. Tonya Cole

12. Keshawna Tyler
13. Richard Kellogg
14. Evan Hardy
15. Cody Kellogg
16. Michaela Webb

14. MAYOR AND COUNCIL COMMENTS:

Councilman Reichert thanked City staff for their work in planning and preparing the recent City Council retreat and recognized those involved in the Jazz and Seafood Festival.

Councilman Adams thanked residents for participating in local government and stated that he planned to attend the upcoming Virginia Park community meeting regarding the proposed development. He emphasized his intention to remain objective, hear from both residents and the developer, and support responsible development that protects residents' quality of life.

Alderman Rast had no additional comments.

Councilman Stell reiterated that Council would consider both community feedback and the professional recommendations of the City's police and fire leadership when evaluating potential changes to 911 dispatch services. He congratulated the Exchange Club scholarship recipients and announced plans to partner with JPresso on a school supply drive.

Mayor Hallman thanked staff for their work on the Jazz and Seafood Festival and congratulated Councilman Stell on attending his first Georgia Municipal Association Conference. Mayor Hallman also discussed the City's upcoming Comprehensive Plan update, emphasizing that the plan will serve as an important long-range roadmap addressing zoning, density, development, and the City's future growth. He encouraged residents, neighborhood organizations, businesses, and committee members to participate extensively in the planning process. The Mayor reiterated that Council must remain objective while zoning and development matters proceed through the required legal and administrative processes and assured residents that their concerns are being heard and considered.

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

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

MOTION: Councilman Adams motioned to adjourn at 7:22 PM; Alderman Rast provided a second.
The motion carried with a vote of 4-0.

Respectfully submitted,

Alan Hallman, Mayor

Sharee Steed, City Clerk



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LARGE

MARK ADAMS
COUNCILMAN WARD I

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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

MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 6:04 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 August 4th, Mayor and Council Meeting.
4. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was recited in unison.
5. **INVOCATION:** Given by Bishop Dier Hopkins.
6. **PRESENTATIONS:** There were no presentation item(s) during this meeting.
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.

Staff Comments: No further comments were provided by staff regarding this item.

Applicant Comments: The applicant was available to address questions or concerns from the governing body.

Public Comments: No public comments were received regarding this public hearing item.

MOTION: Alderman Rast motioned to approve the Alcohol Beverage License Request for Bertha@2 D/b/a *Hammers ATL, LLC*, at 898 Virginia Ave. Hapeville, GA 30354; Councilman Stell provided a second. **The motion carried with a vote of 4-0.**

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

Staff Comments: City Planner, Dr. Lynn Patterson presented the first reading of a proposed text amendment to the Tree Conservation Ordinance concerning preservation, replacement, and removal of landmark trees and the Tree Preservation Trust Fund. The Planning Commission considered the amendment on May 12, 2026 and recommended approval, with staff supporting the recommendation.

Dr. Patterson explained that the amendment is primarily intended to address first-time violations involving owner-occupied single-family properties where a landmark tree is removed without the required permit. The proposed amendment would cap the first-

occurrence penalty at 50 percent of the otherwise applicable fine, not to exceed \$5,000. Subsequent violations, commercial properties, and non-owner-occupied properties would remain subject to the full penalty. Funds collected would continue to be deposited into the City's tree bank and used for tree replacement and related initiatives.

Council discussed homeowner responsibility, the role of tree removal companies, enforcement after storms, and the importance of educating residents regarding permit requirements. Mayor Hallman recommended publicizing the ordinance after adoption through City communications. Code Enforcement was commended for its efforts in identifying unauthorized tree removals.

Public Comments: Ben Martinez- In Favor

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

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

Staff Comments: City Planner, Dr. Patterson presented the first reading of a proposed text amendment establishing regulations for vape shops. She explained that the amendment was developed in response to increased interest in vape retailers and concerns related to youth exposure, overconcentration of similar businesses, proximity to schools and places of worship, and compatibility with surrounding land uses. Existing vape shops would be allowed to continue as legal nonconforming uses so long as they remain in operation and do not make changes that would eliminate that status.

The proposed regulations would define a vape shop based on the proportion of sales, display area, or floor area devoted to vapor products, alternative nicotine products, electronic smoking devices, and related components. New vape shops would be limited to the C-2 General Commercial District and would require a Special Use Permit. The proposal also included a minimum 800-square-foot retail space, separation requirements from schools, places of worship, parks, and other vape shops, and a population-based limit on the number of vape shops permitted in the City.

Council discussed increasing the proposed population threshold from one vape shop per 2,500 residents to one per 3,000 residents, which would further limit future expansion. City Attorney Andy Welch recommended clarifying the definition of a vape shop, language regarding abandonment of existing nonconforming uses, and other provisions to ensure the ordinance is legally defensible. Mayor Hallman requested that the City Attorney and City Planner refine the language before the second reading.

Public Comments: No public comments were received regarding this public hearing item.

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

8. **QUESTIONS ON AGENDA ITEMS:** There were no questions on agenda item(s) at this meeting.

9. **CONSENT AGENDA:**

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

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

10. **OLD BUSINESS:**

10.I. Discussion of Proposed 2026 Employee Handbook.

DISCUSSION: Human Resources Director, Stacie Johnston provided an update on the comprehensive rewrite of the City's 2018 Employee Handbook. She explained that Human Resources and legal counsel had reviewed the handbook line by line and revised language to reflect current laws, City practices, and organizational needs. Updates included revisions to definitions, equal employment opportunity and accommodation provisions, hiring of relatives, performance evaluations, timekeeping, military leave, wellness hours, bereavement leave, personal appearance standards, and the removal of redundant policy language.

Mrs. Johnston explained that the performance evaluation section was substantially revised to better reflect current practice and clarify that evaluations are intended as tools for coaching and employee growth rather than mandatory prerequisites to disciplinary action. She also identified a correction to the overtime calculation language to clarify that paid leave is not considered hours worked for overtime purposes. The proposed wellness benefit was revised to use the more restrictive physical wellness standard, and military leave language was updated to conform with changes in Georgia law.

Staff requested consideration of allowing employees to use accrued sick leave for additional time needed following the exhaustion of bereavement leave for an immediate family member. Council also discussed lactation accommodations and requested that the policy address dedicated refrigeration for breast milk. Mrs. Johnston agreed to incorporate appropriate language before the handbook returns for final consideration.

Council discussed wellness hours, mental health benefits, executive leave, and equal employment opportunity language. Mrs. Johnston noted that mental health treatment is covered through the City's sick leave provisions and that therapy copay requirements had been removed. Council also discussed the amount of executive leave proposed for department heads and the City Manager. Consensus was reached to revise the City Manager's proposed executive leave to 64 hours, while maintaining 40 hours for department heads. Staff advised that the revised handbook was expected to return at the next Council meeting for consideration of final approval.

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

11. NEW BUSINESS:

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

City Manager Tim Young presented a proposed telecommunications right-of-way agreement with Google Fiber that would allow the company to install fiber infrastructure within City rights-of-way and provide broadband services to residents and businesses, subject to the City's permitting requirements. The proposed agreement included a franchise fee of two percent of gross revenues.

Council and the City Attorney Welch discussed the appropriate franchise fee, noting that state law may authorize a higher percentage and that other telecommunications providers may be paying up to 5 percent. Council also discussed restoration standards for pavement and sidewalks after underground installation, advance notice and implementation plans, and the broader issue of abandoned utility lines and poles within City rights-of-way. Attorney Welch recommended additional legal review and revisions to strengthen the agreement and address Council's concerns.

MOTION: Councilman Reichert motioned to postpone the consideration of the Google Fiber agreement until the next Mayor and Council meeting so that the identified issues could be clarified and the agreement further reviewed; Councilman Stell provided a second. **The motion carried with a vote of 4-0.**

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

MOTION: Alderman Rast motioned to approve entering into an Agreement with Trees Atlanta to Facilitate the Hapeville Front Yard Tree Program; Councilman Reichert provided a second. **The motion carried with a vote of 4-0.**

- 12. CITY MANAGER REPORTS:** City Manager Tim Young advised that the August 18 Mayor and Council meeting would include departmental reviews in preparation for the City's September budget meetings. Staff is continuing to a detailed review of revenues and expenditures as part of the upcoming budget and millage rate process.

Mr. Young reported that Fulton County had requested a temporary tax collection order from the court due to delays in completing the updated tax digest. If approved, the City would initially bill taxes using the prior year's property values and later issue corrected bills or refunds after the 2026 digest is finalized. If the request is denied, the City may need to consider a Tax Anticipation Note to bridge the timing gap until property tax revenues are received.

Mr. Young also announced the upcoming Southern Circuit Tour of Independent Filmmakers season and noted that the City would continue its longstanding participation in the program.

13. PUBLIC COMMENTS:

1. Sherry Cranford
2. Ben Martinez
3. Lauren Fye
4. Claudia Phillips
5. Ryan Owens
6. Melivn Traynum
7. Hunter Tracy
8. Frank Cranford

14. MAYOR AND COUNCIL COMMENTS:

Councilman Stell thanked residents and staff for their participation and provided an update on his visit with Councilman Reichert to the Fulton County 911 Center. He described the facility as modern and well equipped and noted that additional information would be gathered from other municipalities regarding their experience with Fulton County dispatch services. He reiterated that no decision had been made regarding Hapeville's 911 operations.

Alderman Rast clarified that limitations under open meetings requirements prevent a quorum of Council from attending certain facility tours or community meetings together. He stated that he also planned to tour the Fulton County 911 Center.

Councilman Adams thanked residents for their involvement in local government and specifically recognized the participation of the Virginia Park neighborhood. He encouraged residents to remain engaged in development discussions and emphasized the importance of community input in Council decision-making.

Councilman Reichert thanked Deputy Police Chief McGinnis for coordinating the Fulton County 911 Center tour. He stated that the visit was informative and that he was impressed with the facility, technology, staffing environment, and potential opportunities for current City dispatch personnel. He reiterated that no decision had been made and that Council would continue gathering information before considering any change.

Mayor Hallman thanked residents for attending and participating in City government. Regarding the Virginia Park development, he reiterated that any zoning request must proceed through the established Planning Commission and Council process and that residents' participation at the neighborhood meeting was an important part of that process. Mayor Hallman provided an update on the North Avenue teaching museum property, reporting that he had met with Fulton County Schools real estate representatives and communicated the City's desire to preserve both the property and the historic building. He noted that Fulton County Schools had obtained an appraisal and that another meeting was expected within the following week to ten days to continue discussions. Mayor Hallman also reminded residents that the City will begin a comprehensive plan rewrite in 2027. He emphasized that the Comprehensive Plan establishes the City's long-term vision for zoning, future land use, density, development, parks, and other community priorities. He encouraged residents, neighborhood associations, Planning Commission members, businesses, and other stakeholders to participate in the process.

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

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

MOTION: Councilman Adams motioned to adjourn at 7:37 PM; Councilman Stell provided a second.
The motion carried with a vote of 4-0.

Respectfully submitted,

Alan Hallman, Mayor

Sharee Steed, City Clerk



Hapeville

georgia

CITY OF HAPEVILLE

EMPLOYEE HANDBOOK

ADOPTED BY MAYOR & CITY COUNCIL: AUGUST 18, 2026, EFFECTIVE: AUGUST 18,
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

TABLE OF CONTENTS

TABLE OF CONTENTS	3
DEFINITIONS.....	8
CHAPTER 1: GENERAL PROVISIONS	22
1.0 Coverage.....	22
1.1 Administration of Policies	23
1.2 Availability of Human Resources Handbook	23
1.3 Policy Changes	23
CHAPTER 2: EQUAL EMPLOYMENT OPPORTUNITY	23
2.1 Equal Employment Opportunity	23
2.2 Sexual Harassment.....	25
2.3 Americans with Disabilities Act (ADA).....	26
2.4 Reasonable Accommodations for Pregnant Employees	27
2.5 Accommodations for Parents to Feed Infant Children	28
CHAPTER 3: RECRUITMENT AND HIRING	31
3.1 Employment Opportunities	31
3.2 Disqualifications	32
3.3 Selection and Appointment.....	32
3.4 Emergency Appointment.....	33
3.5 Outside Employment.....	33
3.6 Work Schedules	34
CHAPTER 4: STAFFING AND CLASSIFICATION	35
4.1 Employee Medical Examinations	35
4.2 Immigration Law Compliance.....	35
4.3 Employment Categories	35
4.4 Employment Reference Checks.....	36
4.5 Employment Applications	36
4.6 Hiring Relatives	37
4.7 Personal Relationships and Fraternization.....	38
4.8 Breaks in Service	40
4.9 Probationary Period	40

Nothing in this manual is to be construed to create a contract between the City and its employees.

4.10 Performance Evaluation	42
4.11 Promotion	42
4.12 Demotion.....	42
4.13 Classification Plan Defined	42
4.14 Use of Class Specifications.....	43
4.15 Maintenance of classification plan	43
4.16 Allocation of Positions	43
4.17 Classification plan in effect	43
CHAPTER 5: TIME, ATTENDANCE, & COMPENSATION	44
5.1 Policy Statement.....	44
5.2 General Provisions for Attendance and Work Hours	44
5.3 Pay Plan	45
5.4 Maintenance of the Pay Plan	45
5.5 Entrance Salary	45
5.6 Salary Reviews	46
5.7 Pay Plan in Force	46
5.8 Timekeeping	46
5.9 Paydays	46
5.10 Direct Deposit	47
5.11 Severance Pay	47
5.12 Pay Advances.....	47
5.13 Administrative Corrections.....	47
5.14 Pay Deductions and Setoffs	47
5.15 Overtime	48
5.16 Worker's Compensation.....	48
CHAPTER 6: EMPLOYEE PERFORMANCE REVIEW AND DISCIPLINE	50
6.1 Performance Evaluations.....	50
6.2 Documentation	50
6.3 Discipline	51
6.4 Format & Location of Actions	51
6.5 Progressive Discipline	51

Nothing in this manual is to be construed to create a contract between the City and its employees.

6.6 Disciplinary Options.....	51
6.7 Appeals.....	52
CHAPTER 7: BENEFITS.....	55
7.1 Employee Benefits.....	55
7.2 Major Medical Insurance.....	55
7.3 Vacation Benefits	56
7.4 Sick Leave Benefits	58
7.5 Holidays	60
7.6 Vacation and Holiday Buy Back Program	61
7.7 Bereavement Leave	62
7.8 Military Leave	63
7.9 Time off to Vote	64
7.10 Jury Duty.....	65
7.11 Wellness Hours.....	65
7.12 Witness Duty	65
7.13 Tuition Reimbursement.....	67
7.14 Education Pay Incentive	68
CHAPTER 8: RECORD KEEPING.....	69
8.1 Nondisclosure	69
8.2 Access to personnel files.....	69
8.3 Personnel data changes	70
CHAPTER 9: TERMINATIONS NOT RELATED TO DISCIPLINE.....	71
9.1 Employment termination	71
9.2 Resignation	71
9.3 Exit interview.....	72
9.4 Disability and retirement	72
CHAPTER 10: FAMILY AND MEDICAL LEAVE, LEAVES OF ABSENCE & LEAVE DONATION	73
10.1 Family and Medical Leave Act	73
10.2 Personal Leave	78
10.3 Educational Leave.....	79

Nothing in this manual is to be construed to create a contract between the City and its employees.

10.4 Military Leave	79
10.5 Administrative Leave	79
10.6 Leave due to Closure of City Offices	80
10.7 Attendance and Punctuality.....	81
10.8 Leave Donations	81
CHAPTER 11: STANDARDS OF CONDUCT	82
11.1 Employee Conduct and Work Rules.....	82
11.2 Workplace Violence:.....	83
11.3 Reporting Complaints	85
11.4 What to expect from the City	86
11.5 City expectations of Targeted Employees	86
11.6 Search Policy.....	86
11.7 Assistance Programs/Services.....	87
11.8 Abuse of Sick Leave	87
11.9 Drug and Alcohol Policy	88
11.10 Drug Testing	89
11.11 Fitness for Duty	90
11.12 Personal Appearance	90
11.13 Professional Conduct	91
11.14 Solicitation including for charitable causes on City Premises	93
11.15 Return of City Issued or Provided Property (including property for which the City has reimbursed the employee).....	94
11.16 On Call Policy	94
11.17 Narcan (naloxone) Administration Protocol.....	94
CHAPTER 12: EMPLOYEE RELATIONS	97
12.1 Employee Relations.....	97
12.2 Attention and Insubordination.....	97
12.3 Competence, Judgment & Supervision	97
CHAPTER 13: USE OF COMMUNICATIONS INFRASTRUCTURE AND POLITICAL ACTIVITY	99
13.1 General Provisions.....	99

Nothing in this manual is to be construed to create a contract between the City and its employees.

13.2 Professionalism	99
13.3 Appropriate Use	99
13.4 Inappropriate Use	99
13.5 Misuse of Software	100
13.6 Passwords.....	100
13.7 City Issued mobile phones	101
13.8 No Expectation of Privacy on City-Issued Mobile Phones.....	103
13.9 Use of City Issued Mobile Phone while Driving	103
13.10 Internet Use.....	103
13.11 Social Media	104
13.12 Campaigning or Activity on behalf of a Particular Candidate or Cause	106
CHAPTER 14: MISCELLANEOUS.....	107
14.1 Rest & Meal Periods	107
14.2 Duties concerning Litigation in which the City is a Party	107
14.3 Flexible Schedule	107
14.4 Flexible Schedules—Alternative Work	108
14.5 Accident Reporting	109
14.6 Personal Protective Equipment	110
14.7 Operation of Motor Vehicles and Motorized Equipment.....	110
14.8 Accident Involvement	113
14.9 Travel Policy	114
Appendix of Forms	121
Protocol for Reporting Injuries – Incidents – Accidents	122
Refusal of Medical Treatment Release Form	125
Vacation Leave Buyback Request Form.....	126
Holiday Leave Buyback Request Form	127
Travel/In-Service Training Expense Form – Example 1	128
Travel/In-Service Training Expense Form – Example 2.....	129
Travel Reimbursement Form – Example.....	130
Employee Acknowledgment Form	131

Nothing in this manual is to be construed to create a contract between the City and its employees.

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

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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

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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.

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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

Nothing in this manual is to be construed to create a contract between the City and its employees.

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.

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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

Nothing in this manual is to be construed to create a contract between the City and its employees.

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**.

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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-** Nothing in this manual is to be construed to create a contract between the City and its employees.

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

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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 reevaluation 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

Nothing in this manual is to be construed to create a contract between the City and its employees.

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, Nothing in this manual is to be construed to create a contract between the City and its employees.

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

Nothing in this manual is to be construed to create a contract between the City and its employees.

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

Nothing in this manual is to be construed to create a contract between the City and its employees.

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 Nothing in this manual is to be construed to create a contract between the City and its employees.

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)

Nothing in this manual is to be construed to create a contract between the City and its employees.

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.

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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

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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

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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

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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

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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:

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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. A small refrigerator designated exclusively for breast milk storage will be provided.

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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 Nothing in this manual is to be construed to create a contract between the City and its employees.

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

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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,

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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 August 18, 2026, 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.

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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.

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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;

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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.

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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.

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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.

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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.
8. Hourly employees are required to utilize the HRIS system to clock in/out daily and to record mealtimes. If a punch is missed, employees are required to submit a missed punch request within 24 hours of the missed event.

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.

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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.

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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.

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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.

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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

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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

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	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

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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.

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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

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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.

Employees must submit vacation leave requests in the HRIS system within 24 hours of needed leave or request may be denied. Supervisor may not add vacation leave to employee timesheets unless approved in advance by Human Resources.

Fire department employees may take vacation only in 24-hour increments, except for extraordinary circumstances as approved by the chief or their **designee**. All other employees may take vacation in minute increments as approved by their supervisors. 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 64 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

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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.

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Employees must submit sick leave requests in the HRIS system within 24 hours of needed leave or request may be denied. Supervisor may not add sick leave to employee timesheets unless approved in advance by Human Resources.

Fire department employees may take sick leave only in 24-hour increments, except for extraordinary circumstances as approved by the chief or their **designee**. All other employees may take sick leave in minute increments as approved by their supervisors.

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.

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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)

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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.
8. Employees must submit holiday leave requests in the HRIS system within 24 hours of needed leave or request may be denied. Supervisor may not add sick leave to employee timesheets unless approved in advance by Human Resources.
9. Supervisor may not add holiday leave to employee timesheets unless approved in advance by Human Resources.

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:

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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 for additional time off as necessary due to the death of an **immediate family** member. See definitions.

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)

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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.

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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

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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%

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Qualifying Certifications	1% each
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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 have access. Nothing in this manual is to be construed to create a contract between the City and its employees.

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 Nothing in this manual is to be construed to create a contract between the City and its employees.

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

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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,

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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

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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.

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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.

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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**

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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.

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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;

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- 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**.

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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.

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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**.

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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 Nothing in this manual is to be construed to create a contract between the City and its employees.

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;

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- 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;

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- 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.

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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.

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- 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

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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

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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

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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.

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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.

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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:

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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.

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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.

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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.

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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.

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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

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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.

14.7.7 Take Home Vehicle Use and Passengers

The assignment of a take-home vehicle is based on the City's operational needs. It is a privilege, not a right or employee benefit, and may be modified, suspended, or revoked at any time.

An employee assigned a take-home vehicle may use the vehicle to commute between the employee's residence and work location. Reasonable, incidental stops are permitted during the commute, provided the stops are along or reasonably near the employee's normal route, do not materially increase mileage, do not interfere with the employee's availability for duty or emergency response, and do not create the appearance of misuse of City property. Examples may include stops at grocery or convenience stores, pharmacies, medical or dental appointments, and childcare facilities.

A take-home vehicle may not be used for separate personal trips, recreation, vacations, entertainment, or other activities unrelated to the employee's commute or official City business.

Passengers may be transported only when authorized by this policy or when the transportation serves an official City purpose. Non-City employees, including an employee's spouse, children, relatives, friends, or other personal guests, are prohibited from riding in a City vehicle unless express written permission is granted in advance by the employee's Department Head or the City Manager. Any such permission shall be limited to the purpose and period specified in the approval. A Department Head may not approve an exception for themselves; such approval must be granted by the City Manager.

No person other than an authorized City employee may operate a City vehicle. All use of take-home vehicles remains subject to the other requirements, restrictions, and responsibilities established in this policy manual.

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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

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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

Nothing in this manual is to be construed to create a contract between the City and its employees.

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.

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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.

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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.

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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

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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.

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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

Nothing in this manual is to be construed to create a contract between the City and its employees.

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 _____

Nothing in this manual is to be construed to create a contract between the City and its employees.

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:_____

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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

 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 _____ Attached Reservation _____ Name of airline _____ Airtran _____ Total Transportation	Personal Car Rental Car Air Shuttle	\$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ -
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: _____ Address: _____ Cost per night _____ Number of nights _____ \$ - 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					\$ -
RECOMMENDATION: ☐ APPROVAL ☐ PENDING		ACCOUNT # _____			
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/In-Service Training Expense Form – Example 2

Example 2

		TRAVEL/IN-SERVICE TRAINING EXPENSE FORM			
EMPLOYEE NAME: <u>Sally Mae</u>		DEPARTMENT: <u>City Clerk's Office</u>		DATE: <u>1/31/2023</u>	
DESTINATION: <u>Jekilly Island</u>		TRAINING/CONFERENCE DATE(S): <u>3/3/2023 -3/6/2023</u>			
DEPARTURE: <u>3/3/2023</u>	<u>3:00 PM</u>	RETURN: <u>3/6/2023</u>	<u>12:00 PM</u>		
DATE	TIME	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 <u>450</u>	Personal Car	\$ <u>0.56</u>	\$ <u>252.00</u>	
	Attached Reservation	Rental Car	\$ -	\$ -	\$ -
Name of airline	Attached Reservation	Air	\$ -	\$ -	\$ -
Airtran	Attached Reservation	Shuttle	\$ -	\$ -	\$ -
Total Transportation			\$ -	\$ <u>252.00</u>	\$ <u>252.00</u>
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)			\$ <u>240.00</u>	\$ -	\$ <u>240.00</u>
HOTEL (Attach Hotel Reservation Information for advances. Paid receipt are due upon return.)					
Hotel Name: <u>Marriott</u>	Cost per night	Number of nights			
Address: <u>1900 Blue Ridge</u>	\$ <u>150.00</u>	<u>3</u>			
<u>Jekelly Island, GA 30467</u>					
Total			\$ <u>450.00</u>	\$ <u>450.00</u>	\$ <u>(450.00)</u>
Check In Date					
Check Out Date					
REGISTRATION FEE (Attach registration information and conference brochure)					
Payee Name:	<u>Georgia Municipal Association</u>				
Payee Name:	<u>N/A</u>				
Total conference Registration Fees			\$ <u>350.00</u>	\$ <u>350.00</u>	\$ <u>(350.00)</u>
Total Travel Cost			\$ <u>1,292.00</u>	\$ -	\$ <u>1,292.00</u>
Amount due to Employee					\$ <u>492.00</u>
ACCOUNT # <u>100-5-1300-52817</u>					
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



Travel Reimbursement Form

Department Name: _____

Prepared by: _____

Department Head: _____

Date Prepared: _____

Approval Signature: _____

Date to Finance: _____

[illegible]

For Use by Finance Only

Date Additional Information Requested

Date Additional Information Received

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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: _____

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This model ROW ordinance is provided only for general informational purposes and to assist Georgia cities in identifying issues to address in a local ROW ordinance. The ordinance is not and should not be treated as legal advice. You should consult with your legal counsel before drafting or adopting any ordinance and before taking any action based on this model. This model ordinance has been developed for cities seeking to follow state and federal law on the regulation of municipal streets, roads, highways, and rights of way in relation to the placement of any pipes, mains, conduits, cables, wires, and other equipment, facilities, or appliances in such municipal locations. This model ordinance contains provisions modeled and following numerous provisions located in a number of Georgia laws, including O.C.G.A. § 46-5-1 relating to telephone services, O.C.G.A. § 36-34-2 relating to the regulation of utilities by municipalities, O.C.G.A.; § 25-9-11 relating to blasting and excavating operations by utilities, O.C.G.A. § 36-66C-1 et seq. relating to streamlining wireless facilities and antennas, and Chapter 672 of the Department of Transportation Rules.

ORDINANCE NUMBER _____

AN ORDINANCE TO AMEND CHAPTER _____ OF THE OFFICIAL CODE OF THE CITY OF _____, GEORGIA; TO ESTABLISH REQUIREMENTS FOR THE USE OF PUBLIC AND PRIVATE UTILITIES WITHIN THE RIGHTS-OF-WAY; TO ADMINISTER AND REGULATE THE USE OF PUBLIC ROADS, HIGHWAYS, AND RIGHTS OF WAYS MAINTAINED BY THE CITY; TO PROVIDE FOR DUE COMPENSATION FOR USE OF CITY PUBLIC ROADS, HIGHWAYS, AND RIGHTS OF WAY; TO CREATE LIABILITY ON THE HOLDER OF RIGHT OF WAY LICENSES; TO PROVIDE AUTHORITY TO THE CITY TO REQUIRE RELOCATION; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND FOR OTHER PURPOSES.

BE IT ORDAINED AND ESTABLISHED by the Mayor and Council of the City of _____, Georgia as follows:

Chapter _____ of the Code of Ordinances of the City of _____ is hereby amended by adding a new Section _____, entitled “Use of the City’s Rights-of-way by Public and Private Utilities”, as follows:

Section 1. Purpose, Definitions, Authority and Scope.

- (a) **Purpose.** This ordinance prescribes the minimum requirements for the accommodation of public and private Utilities within the City’s Rights-of-Way.

(b) **Definitions.** The following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

1. **“Broadband Services”** means a wired or wireless terrestrial service that consists of the capability to transmit at a rate of not less than 25 megabits per second in the downstream direction and at least 3 megabits per second in the upstream direction to end users and in combination with such service provides:
 - (i) Access to the internet; or
 - (ii) Computer processing, information storage, or protocol conversion.
2. **“City”** means the City of _____, Georgia.
3. **“City Clerk”** means the City Clerk of the City of _____, Georgia, or his or her designee. **[Note: the City may wish to designate the Public Works Superintendent, or other City representative, to handle the many tasks delegated to the City Clerk under this ordinance]**
4. **“Codified Ordinances”** means all applicable ordinances of the City of _____, Georgia.
5. **“Construct”** means but shall not be limited to, dig, bore, tunnel, trench, excavate, obstruct, install or remove signs, or Facilities, other than landscaping or ornamental plantings, in, on, above, within, over, below, under, or through any part of the Rights of Way. Construct shall also include the act of opening and/or cutting into the surface of any paved or improved surface that is any part of the Right of Way.
6. **“Construction”** means but shall not be limited to, the act or process of digging, boring, tunneling, trenching, excavating, obstructing, installing or removing signs or Facilities, other than landscaping or ornamental plantings, in, on, above, within, over, below, under, or through any part of the Rights of Way. Construction shall also include the act of opening, boring and/or cutting into the surface of any part of the Right of Way.
7. **“Emergency”** means a condition that poses a clear and immediate danger to life, health, or safety of a person, or of significant damage or loss of real or personal property.
8. **“Facility”** or **“Facilities”** means any tangible thing, including but not limited to pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, appurtenances, appliances and future technology, of any Utility in, on, along, over, or under any part of the Rights of Way within the City.

9. **“Facilities Representative(s)”** means the specifically identified agent(s)/employee(s) of a Utility who are authorized to direct field activities of that Utility and serve as official notice agent(s) for Facilities related information. Utility shall be required to make sure at least one (1) of its Facilities Representatives is available at all times to receive notice of, and immediately direct response to, Facilities’ related Emergencies or situations.
10. **“FCC”** means the Federal Communications Commission or any successor thereto.
11. **“Permit”** means an authorization which grants permission to conduct specific regulated activities on, in, over, under or within any Right-of-Way, and which may be subject to conditions specified in a written agreement with the City or in a related provision of this Ordinance.
12. **“Right(s) of Way”** means the surface and space in, on, above, within, over, below, under or through any real property in which the City has an interest in law or equity, whether held in fee, or other estate or interest, or as a trustee for the public, including, but not limited to any public street, boulevard, road, highway, freeway, lane, alley, court, sidewalk, parkway, or any other place, area, or real property owned by or under the legal or equitable control of the City, now or hereafter, that consistent with the purposes for which it was dedicated, may be used for the purposes of constructing, operating, repairing or replacing Facilities. The term “rights-of-way” shall not include buildings, parks, bridges, rivers, tunnels, viaducts, conduits or other public property or easements that have not been dedicated to compatible uses, except to the extent the use or occupation of such property is specifically granted in a permit or by law. The term “rights-of-way” shall not include private easements or public property, except as set forth in this definition or to the extent the use or occupation of public property is specifically granted in a written approval of registration.
13. **“Service(s)”** means the offering of any service by a Utility for a fee or rate directly to the public, or to such classes of users as to be effectively available directly to the public, or alternatively, the provision of any service by a Utility between two or more points for a proprietary purpose to a class of users other than the general public.
14. **“Service Agreement”** means a valid license agreement, service agreement, franchise agreement, or operating agreement issued by the City or state pursuant to law and accepted by a Utility or entered into by and between the City and a Utility, which allows such Utility to operate or provide Service within the geographic limits of the City.
15. **“Street or Streets”** means the surface of, as well as the spaces above and below, any and all the streets, alleys, avenues, roads, bridges, and tunnels

of the City within the geographic limits of the City, as the same now exist or may be hereafter extended or altered, and any location thereon, thereover or thereunder, and any portion thereof.

16. **“Utility or Utilities”** means all privately, publicly, or cooperatively owned systems for producing, transmitting, or distributing communication, broadband services, data, information, telecommunication, cable television, video services, power, electricity, light, heat, gas, oil, crude products, water/sewer, steam, fire and police signals, traffic control devices, and street lighting systems, and housing or conduit for any of the foregoing, which directly or indirectly serve the public or any part thereof. The term “Utility” may also be used to refer to the owner, operator, Utility, service, contractor or subcontractor, or any agent thereof, of any above-described Utility or Utility Facility.

- (c) **Authority.** Pursuant to O.C.G.A. §32-4-92(a)(10) the City may grant permits and establish reasonable regulations for the installation, Construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances of any Utility in, on, along, over, or under any part of its municipal street system and of a county road system lying within its municipal limits. Further, 47 U.S.C. § 253(c) provides that the City has authority to manage its public Rights of Way.
- (d) **Scope.** The provisions of this ordinance shall apply to all Utilities and Facilities occupying the Rights of Way as provided herein.

Section 2. Construction Permits Required.

- (a) **Permit Required.** It shall be unlawful for any Utility to excavate or to Construct, install, maintain, renew, remove or relocate Facilities in, on, along, over or under the public Streets of the City without a Utility Permit in accordance with the terms of this Ordinance.
- (b) **Permit Procedure.** Utility Permits shall be obtained from the City Clerk or such other person as the Mayor may designate. The written application shall include the following:
 - 1. The name and physical address of the Utility;
 - 2. The nature, extent, and location of any work proposed to be done, along with satisfactory plans as attachments showing in detail the location of the proposed Facility or operations as described in the Permit application. The plans shall show the size or capacity of Facilities to be installed; their relationship to Street features such as Right-of-Way lines, pavement edge, structures, etc., horizontal and vertical clearance to critical elements of the roadway and any other information necessary to evaluate the impact on the Street and its operation;

3. The name and physical address of the person or firm who is to do such work;
 4. The name, street address, email address, if applicable, and telephone and facsimile numbers of one (1) or more Facilities Representative(s).
 5. The projected dates for the work to be started and finished;
 6. An indemnity bond or other acceptable security in an amount to be set by the City to pay any damages to any part of the City Street system or other City property or to any City employee or member of the public caused by activity or work of the Utility performed under authority of the Permit issued;
 7. A copy, if requested, of the registrant's certificate of authority (or other acceptable evidence of authority to operate) from the Georgia Public Service Commission and/or the FCC and any other similar approvals, Permits, or agreements; and
 8. A copy, if requested, of the Service Agreement, if applicable or other legal instrument that authorizes the Utility to use or occupy the Right of Way for the purpose described in the application.
- (c) **Permit Fees.** Fees shall be determined by the City, subject to the approval by resolution of the City Council.
- (d) **Issuance of Permit.** If the City Clerk determines the applicant has satisfied the following requirements, the City Clerk may issue a Permit:
1. Whether issuing of the approval will be consistent with this Ordinance; and
 2. Whether applicant has submitted a complete application and has secured all certificates and other authorizations required by law, if applicable, in order to Construct Facilities in the manner proposed by the applicant; and
 3. The impact on safety, visual quality of the Streets, traffic flow, and other users of the Right of Way and the difficulty and length of time of the project, Construction or maintenance.
- (e) **Emergency Situations.**
1. Each Utility shall, as soon as reasonably practicable, notify the City of any event regarding its Facilities which it considers to be an Emergency. The Utility may proceed to take whatever actions are necessary in order to respond to the Emergency. A Utility who engages in an Emergency excavation shall take all reasonable precautions to avoid or minimize damage to any existing facilities.

2. In the event that the City becomes aware of an Emergency regarding Utility Facilities, the City may attempt to contact the affected Utility or Facilities Representative. The City may take whatever action it deems necessary in order to respond to the Emergency, including cut or move any of the wires, cables, amplifiers, appliances, or other parts of the Facilities. The City shall not incur any liability to the Utility, for such Emergency actions, and the cost of such shall be paid by each Utility affected by the Emergency.

(f) Effective Period of Permit.

1. Each Permit shall have a set commencement and expiration date based on information provided in the applicant's Permit application.
2. The Permit shall remain in place until construction is completed or until its expiration date unless the Utility is in default. The City Clerk may give written notice of default to a Utility if it is determined that a Utility has:
 - (i) Violated any provision or requirement of the issuance or acceptance of a Permit application or any law of the City, state, or federal government;
 - (ii) Attempted to evade any provision or requirement of this Ordinance;
 - (iii) Practiced any fraud or deceit upon the City; or
 - (iv) Made a material misrepresentation or omission of fact in its Permit application.

(g) Cancellation for Cause. If a Utility fails to cure a default within twenty (20) calendar days after such notice is provided to the Utility by the City, then such default shall be a material breach and City may exercise any remedies or rights it has at law or in equity to terminate the Permit. If the City Clerk decides there is cause or reason to terminate, the following procedure shall be followed:

1. City shall serve a Utility with a written notice of the reason or cause for proposed termination and shall allow a Utility a minimum of fifteen (15) calendar days to cure its breach.
2. If the Utility fails to cure within fifteen (15) calendar days, the City may declare the Permit terminated.

(h) Expiration of Permit. If work has not commenced within six (6) months of the date of issuance, the Permit will automatically expire.

(i) Insurance and Bonding Requirements. **Note: the City may wish to designate the Public Works Superintendent, or other City representative, to handle the many tasks delegated to the City Clerk under this ordinance]**

1. Any person seeking to obtain a right of way license shall provide proof of insurance or self-insurance to the _____ of the City. Such insurance shall cover all work done by such person upon, under, along, and over the public roads and highways and rights of way located within the municipality and shall be maintained during all periods such work is being done.
2. If deemed necessary, the City may require any person seeking to obtain a right of way license to provide a surety bond before issuance of the license. Such bond shall cover all work done by such person upon, under, along, and over the public roads and highways and rights of way located within the municipality and shall be maintained during all periods such work is being done.
3. In situations where the city requires the person to provide a surety bond, the person shall deposit with the _____ a surety bond in an amount determined by the _____ to be sufficient to ensure satisfactory completion of the work from a surety company authorized to do business in Georgia and fulfillment of the warranty provided for herein and in a form approved by the city attorney. Said bond shall guarantee completion to the satisfaction of the city of all excavation and street restoration work required by this chapter and by the conditions of the license within the time limits set on the license. Said bond shall further guarantee that all excavation and street restoration work shall be free from settling and defects in workmanship or materials for a period of two years after the date said work is completed and accepted by the City. The bond shall be conditioned to protect and save harmless the City and the City Council from all claims and damages for cleaning or repairing any damage by the person and will be used to reimburse the City for any cost incurred to clean or repair city roads or rights of way, to re-ditch or repair existing ditch structure or for other damage caused as a result of the actions of the person after the issuance of the right of way license.
4. In instances where the City has required a surety bond under paragraph (a) of this section in an amount greater than _____ the person may opt to secure their right of way license by providing an irrevocable bank letter of credit attesting to solvency to the City in the amount of _____.
5. Such bond or irrevocable letter of credit shall protect the City against any damage caused by such person or firm, tendering the surety bond or letter of credit, or any agent, employee or contractor or said person or firm and will be used to reimburse the City for any cost incurred to clean or repair city roads or rights of way, to re-ditch or repair existing ditch structure or for other damage caused as a result of the actions of the person after the

issuance of the right of way license. The person responsible for operations under the right of way license will be given notice of the damage and allowed 72 hours to restore the road and right of way to a safe and operable condition as determined by the _____ and the City Manager. All repairs, material used and final releasing condition shall be approved and accepted by the _____ and the City Manager.

7. The bond or letter of credit may be released by the municipal governing authority of the City upon notification of completion by the person or firm obtaining the right of way license and only upon final inspection of the sites and all affected right of ways and city roads. The bond or letter of credit may be retained against future or continuing operations by the person in the City.
8. A surety bond shall be issued by a surety acceptable to the City, and shall contain the following endorsement:
"This bond may not be canceled or allowed to lapse until thirty (30) days after receipt by the City, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."
9. The municipal governing authority may require verification of continuing coverage as needed.

Section 3. Required Minimum Standards.

- (a) **Utility Accommodation Policy and Standards Manual.** The Georgia Department of Transportation ("GDOT") 2016 Utility Accommodation Policy and Standards Manual, including all references contained therein to codes, rules, regulations, schedules, forms and appendix items, promulgated by GDOT, as may be amended from time to time is hereby adopted by reference and incorporated in this Ordinance as if fully set forth herein, subject to the amendments and modification contained in this Ordinance. A copy of the manual shall be maintained at the offices of the City Clerk or his or her designee and open for public inspection. Any conflicts between the provisions of this Ordinance and the manual shall be resolved in favor of the manual. References to state personnel, agencies, and fees shall be interpreted, where required, as meaning the City municipal equivalents.
- (b) **Protection of Traffic and Roadway.** Unless specifically in the Permit, no Utility may occupy the Rights of Way unless sufficient space is available so that the free flow and safety of traffic and other capacity considerations are not unduly impaired and the installation does not prevent the City from reasonably maintaining the Streets, structures, traffic control devices and other appurtenant facilities, and further provided that maintenance and operations of the Facilities do not jeopardize the traffic, Street structure, other users of the Right of Way or the Right of Way

itself or otherwise cause issues related to life, health, or safety of a person, or of significant damage or loss of real or personal property .

- (c) **Grading.** If the grades or lines of any Street within the Right of Way are changed at any time by the City during the term of the Permit and this change involves an area in which the Utility's Facilities are located, then the Utility shall, at its own cost and expense and upon the request of the City upon reasonable notice, protect or promptly alter or relocate the Facilities, or any part thereof, so as to conform with such new grades or lines. In the event the Utility refuses or neglects to so protect, alter, or relocate all or part of the Facilities, the City shall have the right to break through, remove, alter, or relocated all or any part of the Facilities without any liability to the Utility and the Utility shall pay to the City the costs incurred in connection with such breaking through, removal, alteration, or relocation.
- (d) **Installation of Poles and Other Wireholding Structures and Relocation.** Unless otherwise provided in a valid Service Agreement, no placement of any pole or wireholding structure of the Utility is to be considered a vested interest in the Right of Way, and such poles or structures are to be removed, relocated underground, or modified by the Utility at its own expense whenever the City determines that the public convenience would be enhanced thereby. The Facilities shall be so located and installed as to cause minimum interference with the rights and convenience of property owners.
- (e) **Notice of Intent to Excavate or Demolish.** No Utility shall commence, perform, or engage in blasting or in excavating with mechanized excavating Facilities unless and until the Utility planning the blasting or excavating has given forty-eight (48) hours' notice by submitting a locate request to the One Call Center, beginning the next working day after such notice is provided, excluding hours during days other than working days.

Section 4. Restoration of Property.

- (a) Each Utility shall be responsible for the cost of repairing any Facilities in the Rights of Way and adjoining property or other Facilities which it or its Facilities damage.
- (b) A Utility shall be liable, at its own cost and expense, to replace, restore or repair, any Street, Facilities, or property or structure thereon, thereunder, thereover or adjacent thereto that may become disturbed or damaged as a result of the construction or installation, operation, upgrade, repair or removal of Facilities to a condition as good as or better than its condition before the work performed by the Utility that caused such disturbance or damage. If the Utility does not commence such replacement or repair after twenty (20) calendar days following written notice from the City, the City or the owner of the affected structure or property may make such replacement or repair and the Utility shall pay the reasonable and actual cost of the same.

Section 5. Inspection.

- (a) The Utility shall make the construction site available to the City Clerk and to all others as authorized by law for inspection at all reasonable times during the execution and upon completion of the construction.
- (b) At any time, including the time of inspection, the City Clerk may order the immediate cessation of any work which poses a serious threat to the health, safety, or welfare of the public, violates any law, or which violates the terms and conditions of the Permit and/or this Ordinance or issue an order to correct work which does not conform to the Permit and/or applicable standards, conditions or codes.
- (c) When the construction under any Permit is completed, the Utility shall notify the City Clerk.

Section 6. Other Approvals, Permits and Agreements.

- (a) **Additional Permits Required.** The Utility shall obtain all Construction, building or other Permits or approvals as according to City ordinance, state or federal law. In addition, a Permittee shall comply with applicable laws, shall complete work in a way as to not cause any unnecessary or unauthorized obstructions of sidewalks, Streets, waterways or railways, and is responsible for all work done in the Rights of Way regardless of who performs the work. No Rights of Way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work, except in the case of an Emergency as outlined in Section 2 (e).

Section 7. Penalties

- (a) Every Utility convicted of a violation of any provision of this Ordinance shall be punished by a fine not exceeding one thousand dollars (\$1,000.00) per violation. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief, and revocation of licenses or Permits. This shall include the right to stop work which is in violation of this Ordinance, or other applicable provisions of the City's Code and state law.
- (b) A Utility constructing within the Rights of Way without permission or a Permit is considered criminal trespassing. This covers not only buildings but also land, vehicles, and watercraft. Generally, unauthorized entry is considered criminal trespass, which is charged as a misdemeanor, punishable in accordance with applicable law.

Section 8. Aesthetic Standards.

- (a) The City finds it is in the best interest of the City and its residents and businesses to establish aesthetic requirements and other specifications and reasonable conditions regarding placement of facilities in the Rights of Way. These requirements, specifications and conditions are adopted in order to protect the

public health, safety and welfare of the residents and businesses of the City and to reasonably manage and protect the Rights of Way and its uses in the City. All standards in this section are based upon the written determinations of the City so long as such determinations are in compliance with federal and state laws, rules, and regulations.

- (b) The objective of this section is to ensure use of the Rights of Way: (i) is consistent with the design, appearance and other features of nearby land uses; (ii) protects the integrity of historic, cultural and scenic resources; and (iii) does not harm residents' quality of life.
- (c) This section applies to all requests to locate Facilities in the Rights of Way and ongoing use of the Rights of Way for such Facilities.
- (d) Placement or modification of Facilities in the Right of Way shall comply with this section at the time the Permit for installation or modification is approved and as amended from time to time. Permittees are required to comply with City Code and applicable law and regulations.
- (e) **Facilities Standards.**
 - 1. Facilities must be compatible in size, mass, and color to similar Facilities in the same zoning area, with a goal of minimizing the physical and visual impact on the area.
 - 2. Facilities in the residential/historical/architecturally significant areas¹ shall be visually and architecturally integrated with the residential/ historical/ architecturally significant areas² and shall not interfere with prominent vistas or significant public view corridors.
 - 3. Facilities must be located in alignment with existing trees and/or facilities.
 - 4. Facilities must maintain the integrity and character of the neighborhoods and corridors in which the facilities are located.

Undergrounding. Facilities shall be installed underground in **INSERT AREA / ZONE / DISTRICT** so long as placement underground will not materially impact the provision of service. Any individual requesting to locate Facilities above ground in **INSERT AREA / ZONE / DISTRICT** has the burden to demonstrate by clear and convincing evidence that undergrounding will effectively prohibit the provision of the service in question. **[City may wish to address these issue but can also delete if this adds too much complexity for administration]**

¹ If this requirement is only to apply to specific areas within the City, then enter the appropriate zoning or other designations.

² If this requirement is only to apply to specific areas within the City, then enter the appropriate zoning or other designations.

- (f) **Historic District.** Facilities installed in the historic district of the City shall conform to the provisions of the [insert name for plan or other document].
- (g) **Camouflaging.** Facilities must be designed using camouflaging techniques that make them as unobtrusive as possible if:
1. It is not possible or desirable to match the design and color of Facilities with the similar facilities in the same zoning area, as required under Section 8 (a) 1; or
 2. Existing facilities in the area are out of character with a streetscape plan or other aesthetic plan that has been adopted by the City.
- (h) **Concealment.** Facilities shall incorporate specific concealment elements to minimize visual impacts.
- (i) **Installation and Modification Standards.** Installation of new Facilities in, on, along, over, or under the Rights of Way or modification of existing facilities in, on, along, over, or under the Rights of Way shall:
1. Minimize risks to public safety;
 2. Ensure that placement of facilities on existing structures is within the tolerance of those structures;
 3. Ensure that installations and modifications are subject to periodic review to minimize the intrusion on the Right of Way;
 4. Ensure that the City bears no risk or liability as a result of the installations or modifications; and
 5. Ensure that use of the Rights of Way does not inconvenience the public, interfere with the primary uses of the Rights of Way, or hinder the ability of the City or other government entities to improve, modify, relocate, abandon, or vacate the Right of Way or any portion thereof, or to cause the improvement, modification, relocation, vacation, or abandonment of Facilities in the Right of Way.
- (j) **Plans for Use.** No Facilities shall be placed in, on, along, over, or under the public Rights of Way unless: (i) there are immediate plans to use the proposed Facility; or (ii) there is a contract with another party that has immediate plans to use the proposed Facility.
- (k) **Contact Information.** Every Facility placed in the Rights of Way shall at all times display signage that accurately identifies the Facility owner and provides the Facility owner's unique site number, and also provides a local or toll-free telephone number to contact the Facility owner's operations center.

Section 9. Fiber Installations Fee and Broadband Service Compensation.

- (a) **Permits for fiber installations.** In accordance with O.C.G.A. § 46-5-1(b)(19)(B) there will be a one hundred dollars (\$100) Permit fee for any new Permit issued for fiber installations.
- (b) **Compensation for Broadband Services.** In accordance with O.C.G.A. § 46-5-1(b)(19)(A), any telephone companies that provide Broadband Services to any location within the geographic limits of the City, payment at the rate of five cents (5¢) per linear foot annually shall be considered due compensation, and for telephone companies that do not provide any Broadband Services to any location within the geographic limits of the City, payment at the rate of nineteen cents (19¢) per linear foot annually shall be considered the payment of due compensation.

Section 10. Other Provisions.

- (a) **Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.
- (b) **Reservation of Regulatory and Police Powers.** The City by issuing a Permit under this Ordinance, does not surrender or to any extent lose, waive, impair, or lessen the lawful powers and rights, which it has now or may be hereafter vested in the City under the Constitution and Laws of the United States, State of Georgia, or the City Charter, or under the provisions of the any Codified Ordinances to regulate the use of the Rights of Way. The Utility by applying for and being issued a written Permit, is deemed to acknowledge that all lawful powers and rights, regulatory power, or police power, or otherwise as are or the same may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. A Utility is deemed to acknowledge that its interests are subject to the regulatory and police powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public and is deemed to agree to comply with all applicable general laws enacted by the City pursuant to such powers. All Utilities shall comply with City zoning and other land use requirements pertaining to the placement and specifications of Facilities.
- (c) **Compliance.** No person shall be relieved of its obligation to comply with any of the provisions of this Ordinance by reason of any failure of City to enforce compliance.
- (d) **Appeal of Administrative Decisions.** All appeals provided for by this Ordinance and any notification to the City required by this Ordinance shall be in writing and sent via certified mail to the City Clerk as specified in this Ordinance.
- (e) **Ordinance Headings.** Ordinance headings are for convenience only and shall not be used to interpret any portion of this Ordinance

- (f) **Repealer.** Except as provided otherwise herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.
- (g) **Effective Date.** This ordinance shall become effective immediately upon its adoption by the Mayor and City Council.

CITY OF _____, GEORGIA

By: _____
Mayor

COUNCIL MEMBERS

(SEAL)

From: ryanfender localgovservices.com <ryanfender@localgovservices.com>
Sent: Thursday, August 13, 2026 1:08 PM
To: L. Ransaw <lransaw@smithwelchlaw.com>; Tim Young <TYoung@hapeville.org>
Subject: RE: GMA - Telecom and ROW Program - Google ROW Agreement

Lajuana, thank you for the email regarding the Council's action on the Google Agreement. First, let me address the franchise fee issue. We are recommending the City agree to the Agreement mainly due to the 2% franchise fee rate on broadband revenues. The 2% rate represents the highest franchise fee rate on broadband services in the state. Cable operators holding a Title VI cable franchise are excluded from the imposition of such internet fee obligation under the FCC's Section 621 Order related to the so called "Mixed Use" exception. As a result of the 621 Order cable companies pay zero towards franchise fees associated with broadband. All other providers of broadband service in Georgia follow the due compensation requirements of O.C.G.A 46-5-1 which mandates that telephone companies that provide any broadband services to any location within the boundaries of a municipal authority, payment at the rate of 5¢ per linear foot annually shall be considered due compensation, and for telephone companies that do not provide any broadband services to any location within the boundaries of a municipal authority, payment at the rate of 19¢ per linear foot annually shall be considered the payment of due compensation. I think you will agree the 2% rate that is included in the Google Agreement is more favorable to the City. Please submit any redlines or concerns you have and I will be glad to go over the document with you but I wanted you to know that including a 5% franchise fee requirement will not be accepted by Google as it would place them at a huge disadvantage.

Regarding the boring issues, Google will be bound by the City's permitting requirements as it applies to all companies that work in the ROW and the agreement specifically addresses requirements for Google to remove its facilities if no longer in use and to return the ROW to its original condition. Also, in most cases it is cheaper for broadband companies to go aerial as opposed to going underground. However, the agreement also addresses areas of the City where the City wants everything to be underground for Google to comply. Please note that there is a Performance Bond provision in section 8 of the agreement that remains throughout the Term of the agreement.

I would also like to take this opportunity to see if the City has updated its ROW Ordinance recently. With new legislation we revised our model ROW ordinance to get cities up to code that includes Due Compensation rates, fees, establishes a permitting process. adopts GDOT's rules , sets up a Performance Bond and many other useful provisions. This is very important for our GMA members and I've attached the document for review.

Ryan Fender

Local Government Services

706.974.5841

From: Lajuana C. Ransaw <lransaw@smithwelchlaw.com>
Sent: Wednesday, August 12, 2026 5:58 PM
To: Jess George <jessgeorge@gfiber.com>; Tim Young <tyoung@hapeville.org>
Cc: ryanfender localgovservices.com <ryanfender@localgovservices.com>
Subject: RE: GMA - Telecom and ROW Program - Google ROW Agreement

Good Afternoon Jess and Ryan,

Hapeville considered the Google Fiber ROW Agreement and proposed resolution. The Authority did not agree to adopt the Agreement and Resolution as presented.

First, the City would like to revise the Franchise Fee to 5% of the Gross Revenues. Second, Council is concerned with the installation of the equipment. Due to prior experiences in which

Utility companies have bored into the City's streets and sidewalks, and disturbed public utility, the City would like to know if the Google fiber equipment may be installed on existing

Utility poles and structures that is above ground. Additionally, the Council would like assurances that any excess wiring or equipment used during the installation or during any repair

Would be promptly removed by the utility provider.

Council tabled the proposed contract and resolution until we have clarification on these issues. Before I provided a redline reflecting the same, I wanted to make sure that the company was agreeable

To the terms and concerns raised by Mayor and council. I look forward to hearing from you soon.

Best,

 SMITH WELCH WEBB & WHITE ATTORNEYS AT LAW	Lajuana C. Ransaw
	Attorney at Law
	O. 770-957-3937 F. 678-583-4888

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From: Jess George <jessgeorge@gfiber.com>

Sent: Wednesday, August 12, 2026 12:30 PM

To: Tim Young <tyoung@hapeville.org>; Lajuana C. Ransaw <lransaw@smithwelchlaw.com>

Cc: ryanfender localgovservices.com <ryanfender@localgovservices.com>

Subject: Re: GMA - Telecom and ROW Program - Google ROW Agreement

CAUTION: This email originated from outside of the firm. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi folks!

Hope this summer has been treating you well. I'm following up to see if this agreement has been or will be voted on at an upcoming city council meeting. Please let me know if you have any questions or would like to set up a meeting to check in.

All my best,

Jess

SEWER RATE SURVEY

Base Rate

Hapeville	\$12.24 per month
Lake City	\$16.07 per month.
Fairburn	\$15.37 per month.
Palmetto	\$19.10 per month.
Mountain Park	\$13.88 per month.

Fixed Expenses

- Yearly Sewer Capital Improvement Payments to Atlanta = \$360,000 a year
- Increase current repair budget amount to fix aging infrastructure = \$400,000 a year
- Water & Sewer Bond Payments = \$240,000 a year

Sewer Rate Structure

	Current	\$4 Increase	\$6 Increase
Residential Sewer Rates	Price Per 1000 Gallons	Price Per 1000 Gallons	Price Per 1000 Gallons
Minimum Service for the first 2,000 gallons	\$ 12.24	16.24	18.24
2,001 to 9,999 gallons	\$ 7.77	11.77	13.77
10,000, to 15,999 gallons	\$ 8.58	12.58	14.58
Over 16,000 gallons	\$ 8.99	12.99	14.99

	Price Per 1000 Gallons	Price Per 1000 Gallons	Price Per 1000 Gallons
Non-Residential Sewer Rates			
Minimum Service for the first 2,000 gallons	\$ 12.24	16.24	18.24
2,001 to 9,999 gallons	\$ 7.77	11.77	13.77
10,000, to 15,999 gallons	\$ 8.58	12.58	14.58
Over 16,000 gallons	\$ 8.99	12.99	14.99
Multi-Dwelling Rate	\$ 8.99	12.99	14.99

Revenue for \$4 increase	\$	1,543,988.38
Revenue for \$6 increase	\$	2,079,604.96