

CITY OF HOSCHTON
CITY COUNCIL AGENDA
THURSDAY, JANUARY 12, 2023
CITY HALL COUNCIL ROOM AT 5:30PM
79 CITY SQUARE, HOSCHTON



PUBLIC HEARING

AGENDA

WELCOME AND CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

NEW BUSINESS:

1. V-23-01 Variance: Planners and Engineers Collaborative, by Kristal Riggins, applicant, Steven Pirkle, property owner, seeks a variance to the Hoschton subdivision and land development regulations, Article VI, "Access and Design Requirements," Section 617, "Curb and Gutter," to allowed rolled (mountable) curbs instead of vertical curbs for property 21.987 acres (part of Map/Parcel 120/001) fronting on the south side of Josh Pirkle Road (PUD Conditional zoning per Ordinance Z-21-13). Proposed use: 168 Fee Simple Townhouses.

ADJOURN

**CITY OF HOSCHTON, GEORGIA
ZONING ADMINISTRATOR'S
REPORT**



TO: Mayor and City Council, City of Hoschton

FROM: Jerry Weitz, Consulting City Planner

DATE OF REPORT: January 5, 2023

SUBJECT REQUEST: V-23-01 Variance to Section 617, "Curb and Gutter" of the Hoschton subdivision and land development regulations to authorize roll back curbs in the Pirkle townhouse project

CITY COUNCIL HEARING: January 12, 2023 @ 5:30 p.m.

VOTING SESSION: January 16, 2023 @ 5:30 p.m.

APPLICANT: Steven Pirkle

OWNER(S): Steven Pirkle

PROPOSED USE: Fee simple townhouses

LOCATION: Fronting on the south side of Josh Pirkle Road

PARCEL(S) #: Part of 120/001

ACREAGE: 21.987

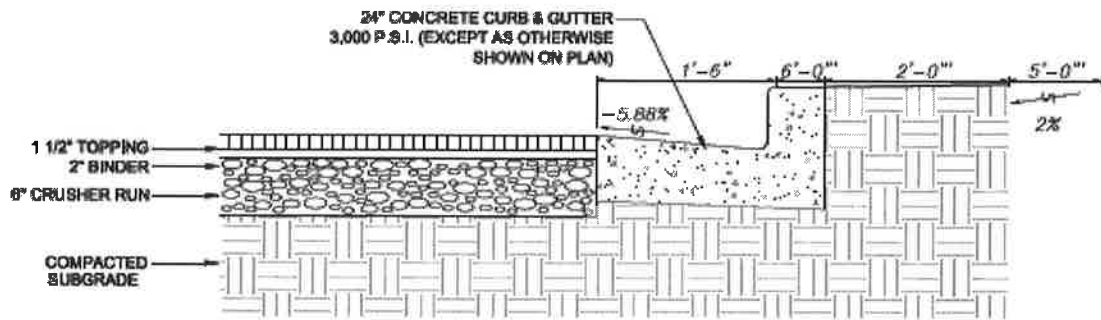
SURROUNDING LAND USE AND ZONING:

North: Light Industrial, Town of Braselton (across Josh Pirkle Road)
East: Vacant, PUD (Z-21-13)
South: Vacant, PUD (Z-21-13)
West: Vacant, LI Cond. (Z-21-14)

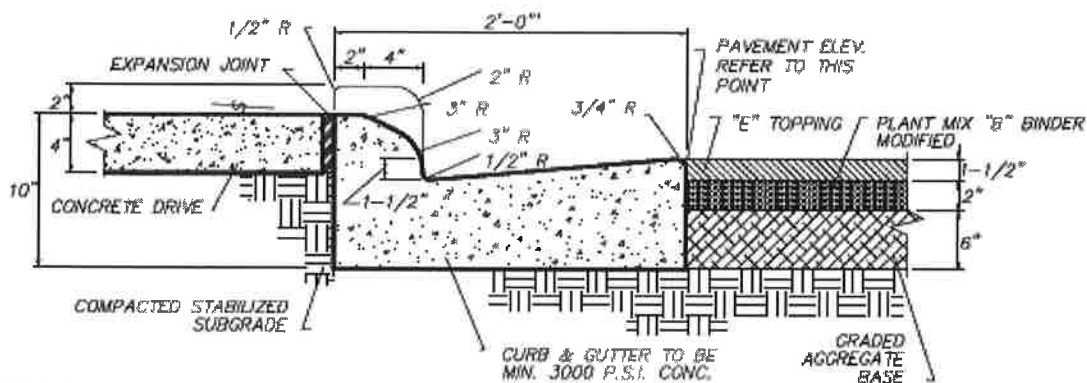
RECOMMENDATION: Approval

SUMMARY OF THE REQUEST

The applicant is seeking a variance to Section 617(b), "Curb and Gutter" of the Hoschton subdivision and land development regulations, to authorize roll back curbs instead of vertical curbs in the Pirkle townhouse project (see details below):



X XX 6" L-BACK CURB AND PAVING DETAIL SECTION NOT TO SCALE



NOTES:

1. 1/2" PREFORMED EXPANSION JOINTS REQUIRED AT ALL STRUCTURES AND CURB RETURNS.
2. MAXIMUM DISTANCE BETWEEN EXPANSION JOINTS = 100'
3. DISTANCE BETWEEN DUMMY JOINTS = 20'-0"
4. CONCRETE STRENGTH = 3000 P.S.I., FINISH SHALL BE SMOOTHED AND EVENED WITH WOODEN FLOAT.

2' CURB & GUTTER - DRIVEWAY SECTION N.T.S.

ANALYSIS OF VARIANCE CRITERIA

Criteria for variance decisions are specified in Sec. 8.05 of the Hoschton zoning ordinance. One or more of the following criteria may be considered applicable or potentially applicable to decisions on variances. Staff findings regarding these criteria follow.

Note: The City Council may adopt the findings and determinations of staff as written (provided below), or it may modify them. The council may cite one or more of these in their own determinations as they determine appropriate. They may modify the language provided here, as necessary, in articulating their own findings. Or, the council can reject these findings and make their own determinations and findings for one or more of the criteria provided below. They do not need to address each and every criterion, but only those that are relevant to support its own determination.

- ***There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district.***

Finding: There are no exceptional conditions to the subject property that are not shared by other property owners within the area; however the variance is for rollback curbs, in this fee-simple townhouse development the driveways will be close to each other (only about 8 feet apart). A rollback curb is generally preferred in this type of situation because of the need to cut the curb for driveways. (***supports request***).

A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located.

Finding: The literal interpretation of the ordinance would require the owner to install a vertical curb, then cut the curb for each driveway. That would be an inefficient practice. The city has granted a similar request for the townhomes within Cambridge at Towne Center (V-21-11). In the case of townhomes with very narrow lots, the use of rollback curbing works better for close and repetitive driveways. For the city to have allowed rolled curbs in one project but not this one would effectively deprive the applicant of a variance allowance enjoyed by at least one other property owner. (***supports request***).

Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located.

Finding: Granting of this variance is based on the hardship of the specific property and does not confer any special privileges that are denied to others. (***supports request***).

The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare.

Finding: The requested variance will be in character and harmony with the neighborhood and provides for a uniform roadway. It is a practical design when in a situation of close driveway cuts and use. It will not be injurious to the neighborhood or to the general welfare if the requested variance is granted (***supports request***).

The special circumstances are not the result of the actions of the applicant.

Finding: Curb and gutter has not yet been installed. This request is prior to construction.
(***inconclusive***).

The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure in the zoning district in which the development is located.

Finding: A partial waiver of the vertical curbing requirement does not seem to be appropriate; therefore, a complete waiver of the vertical curbing requirement and substitution of rolled curbs is considered the minimum variance to make possible the development without imposing inefficient curb cutting. (***supports request***).

CONCLUSION

The application meets several of the criteria. Staff therefore recommends approval of the request.



10/27/2022

Re: 6 Inch L-Back Curb to Rolled Curb Variance Request - Letter of Intent
Josh Pirkle Road Townhomes
PEC+ Project No. 2102601

Dear Community Development officials,

This application requests variance for a rolled back or mountable curb in front of dwellings for the approximately 21.987-acre property located on Josh Pirkle Rd. The reason for this variance is to avoid frequently cutting driveways due to driveways being in close proximity to one another, approximately 8 feet apart. This variance will help facilitate the zoning layout that was recently approved in City of Hoschton.

Proposed Development

The development consists of 168 single-family attached homes. On the LDP plans all proposed driveways and curb between driveways are to be rolled back or mountable curb. Paving specifications are to follow the Jackson County standards shown in LDP plans on sheet C9.01.

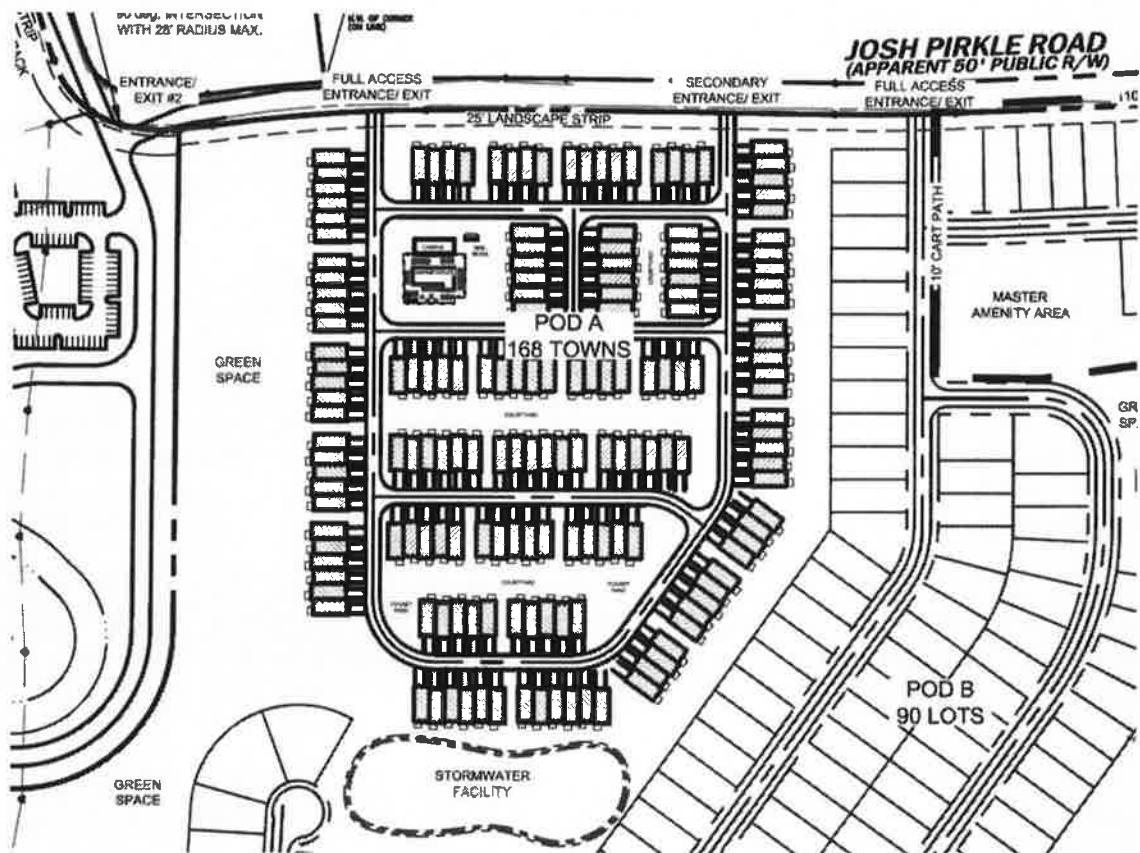
A revised set of plans outlining the requested changes is attached to this application. All streets containing driveways that are previously proposed as 6 inch L-back will be proposed as rolled back curb. See attached plan set with changes clouded.

Conclusion

The applicant and owner respectfully request that the City of Hoschton Planning and Development approve the proposed variance application for the above-referenced site. The developer and their representatives welcome the opportunity to meet with all interested parties and representatives.

Sincerely,
Carlin Light Crouse
Planners and Engineers Collaborative, Inc.

350 Research Ct, Ste. 200, Peachtree Corners, Georgia 30092 • 48 Atlanta Street, Marietta, Georgia 30060
Main: (770) 451-2741 • Fax: (770) 451-3915
www.pecatl.com



Excerpt of Planned Unit Development Conceptual Plan

CITY OF HOSCHTON
STATE OF GEORGIA

RESOLUTION NO. V-23-01

A RESOLUTION APPROVING A VARIANCE TO THE
HOSCHTON SUBDIVISION AND LAND DEVELOPMENT REGULATIONS
FOR CERTAIN PROPERTY

WHEREAS, Planners and Engineers Collaborative, applicant, for Steven Pirkle, property owner, has applied for a variance to the Hoschton subdivision and land development regulations, Section 617, "Curb and Gutter" to change the requirement for curbing from vertical curbs to rollback curbs for property (21.987 acres) fronting on the south side of Josh Pirkle Road (part of Map/Parcel 120/001); and

WHEREAS, the Property consists of all that tract or parcel of land lying and being in Jackson County Georgia, as described in more detail in Exhibit A which by reference is incorporated herein; and

WHEREAS, the City Council of the City of Hoschton has authority pursuant to the Hoschton Subdivision and Land Development Regulations to upon application grant variances; and

WHEREAS, the city planner has prepared a report evaluating the criteria for variance decisions as they pertain to the requested variance; and

WHEREAS, the Hoschton City Council held an advertised public hearing on the application and has complied with all applicable laws and ordinances with respect to the processing of such application; and

WHEREAS, the City Council finds that the application meets one or more criteria for the granting of a variance;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE HOSCHTON CITY COUNCIL AS FOLLOWS:

Section 1. A variance is hereby granted to the Hoschton subdivision and land development regulations, Section 617, Curb and Gutter, to utilize rollback curbs instead of vertical for property described in Appendix A.

So RESOLVED, this the 16th day of January, 2023.

Lauren O’Leary, Mayor

This is to certify that I am City Clerk of the City of Hoschton. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Jennifer Kidd-Harrison, City Clerk

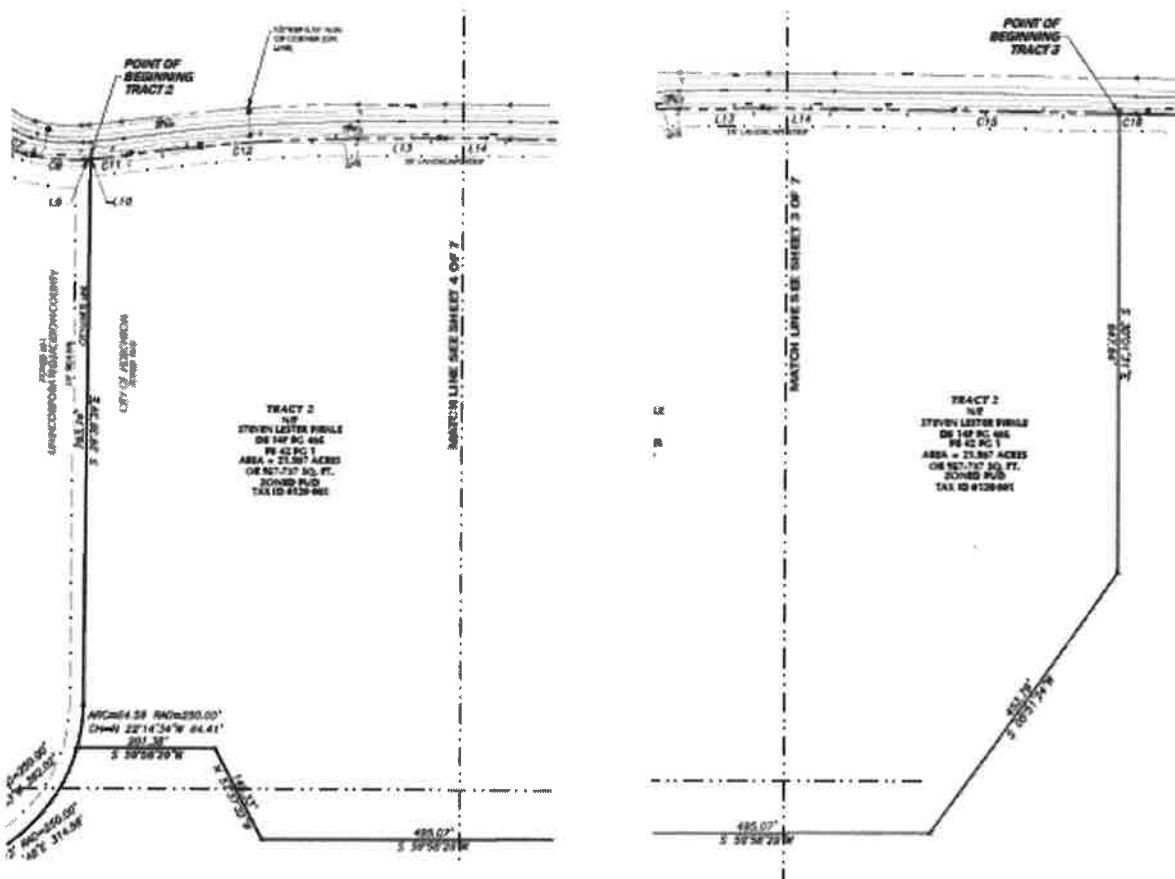
Approved as to Form:

Abbott S. Hayes, Jr., City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Part of Map/Parcel 120/010, records of the Jackson County Tax Assessor. 21.987 acres fronting on the south side of Josh Pirkle Road and identified as Tract 2 on a Minor Subdivision Plat for Inline Communities by Valentino & Associates, Inc. revised July 5th, 2022, as depicted below; said property also shown on an approved preliminary plat for Pirkle Townhomes.



CITY OF HOSCHTON
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79 CITY SQUARE, HOSCHTON



WORK SESSION

AGENDA

WELCOME AND CALL TO ORDER

AGENDA APPROVAL

EXECUTIVE SESSION (IF NEEDED)

MAYOR, CITY MANAGER AND COUNCIL REPORTS

NEW BUSINESS

1. 2023 Recommendation of Council Meetings and Meeting Times
2. 2023 Recommendation of Downtown Development Authority Meetings and Meeting Time
3. 2023 Proposed Historic Preservation Committee Meetings and Meeting Time
4. 2023 Municipal Court Dates and Times
5. 2023 Recommendation to appoint 2 new Downtown Development Authority Board Members
6. 2023 Recommendation of Council Committees from Mayor O'Leary
7. 2023 Recommendation of Mayor Pro-Tem
8. 2023 Recommendation of Ethics Board Members
9. Hoschton Coffee Lease Agreement Renewal for 2023-2024
10. Resolution 2023-002: Amending Intergovernmental Agreement for Lease of Train Depot between Hoschton and Downtown Development Authority
11. Resolution 2023-001: Personnel Amendment
12. Qualifying Fees for the 2023 Municipal Election

CITIZEN INPUT

ADJOURN

December 2022 City Manager Report

- On Thursday, December 1st, the Request for Proposal were due for the leasing of the Train Depot and the sale of the 29 West Broad Street.
 - December 5th, I met with other Mayor's and City Managers to negotiate LOST between the county and all 9 Cities.
 - December 7th, I had the opportunity to go to Duluth City Hall for a Human Resource Training Course.
 - December 13th, Mayor and Council held a Special Called Meeting at 3PM to vote on the proposed document that would be presented to the County from all 9 municipalities for LOST.
 - December 14th, Myself along with our City Engineer and staff meet with Publix to iron out some logistics. They are estimating that Publix will be open to Hoschton Citizens April 2024.
 - December 15th, Mayor & Council Held their monthly work session.
 - December 17th, Our DDA hosted their second annual Jingle Mingle. It was a GREAT success!
 - December 19th, DDA announced that Four Brothers would lease the Train Depot.
 - December 19th, Mayor & Council Held their monthly Regular Session.
 - December 19th, Mr. Brett Day represented Hoschton at the monthly County's Utility Service Meeting.
 - December 23rd, Councilmember Debbie Martin along with other Councilmembers, Councilmember's spouses and community involvement hosted the 1st annual community dinner.
 - December 22nd-26th Holiday Closing.
-
- Staff also prepared 2023 Budget for consideration from Mayor & Council.
 - Ongoing Stormwater Projects and prep work for winter weather.
 - Audit preparation for 2022 has started
 - Updated Road Signs around town
 - Patch Work on West Jefferson Street (Near Pirkle Property)

Police Department Report 01/04/2023

1. **Reports and Citations**- We generated 1268 incident numbers in 2022 and issued 175 citations .
2. **Court**- We held court Nov 10th at the depot and the next court date will be January 12th.

Building Department Activity Report-December 2022

A. Building department activity

a. Permits Issued

- i. September - 18 Building/ 9 Miscellaneous
- ii. October- 61 Building/4 Miscellaneous
- iii. November - 23 Building / 6 Miscellaneous
- iv. December - 42 Building / 5 Miscellaneous
- v. 2022 YTD – 422 Building / 82 Misc.

b. Inspection Activity

- i. December Total Inspections
 - 1. Building Inspections – 426
 - 2. Water Meter Install Inspections - 19

B. Plat Review

a. In-Review

- i. None

b. November Mayor & Council

- i. None

C. Commercial/LDP Permitted Activities

- a. Nunally Farms LDP – Active
- b. Hoshton Truck Park Jackson Trail - In- 2nd Review
- c. Pirkle Farms Townhomes – In- 2nd Review
- d. Pirkle Farms Single-Family – In- 2nd Review
- e. Pirkle Farms Industrial Buildings – 3rd In-Review
- f. Twin Lakes Phase 9- Active
- g. Gateway Crossing SC-In-2nd Review
- h. Cresswinds Phase 6

Public Works Activity Report-December 2022

A. Streets

a. Street

- i. Installed additional no thru truck signs @ West Jackson and east Jefferson
 - 1. Re-aligned depot parking
- ii. Assisted contractor that installed curbing on West Jackson Road
- iii. Cut and Patch
 - 1. Josh Pirkle Road

b. Signs

- i. Replaced aged or damaged road signs

c. ROW

- i. Removed carcasses and debris from ROW

B. Stormwater

- a. Reshaped ditch along Bell Avenue

C. Buildings

a. Depot

- i. Moved chairs and tables to Mulberry house for storage
- ii. Removed city equipment for new tenant

b. PD

- i. Turned off water to all unit during freeze

c. PW Building

- i. Plan to start process for new facilities

d. City Hall

- i. Clean-up storage room for move to the new building

ii. Installed building Christmas lights

D. Water and Sewer

a. Installed meter at 45 dove trail

b. Raised manhole lids at Bell Avenue

c. East Jefferson Sewer service repair



December 2022 Monthly Report

Water

- Daily water route check of connections, water tank and random sample sites
- Daily checks and operations of both city wells
- Daily water sampling
- Weekly well cleanings
- Monthly Meter high usage and non-read meter reading
- Pulled monthly Reporting EPD Samples
- Pulled monthly Bacteriological samples throughout water system
- Replenished Chemicals at both Wells
- Daily utility locates, 210 water/sewer locates for the month of January
- Completed a Large Project Locate along HWY 53 for Sewer Force Main Install
- Changed out/ Replaced 5 older water meters
- Installed 22 New Water Meters
- Inspected and performed Water Main pressure test for Cambridge phase II
- Completed utility locating for all utilities behind new city hall
- Located all utilities on Bell Ave. for city ditch repair
- Installed a new water tap and water meter at 45 Dove trl
- Assisted in raising two sewer Manholes
- Assisted in sewer service repair on East Jefferson St.
- Received all 2022 Lead and Copper sampling results from GA EPD
- Sent out Lead and Copper Results to all participants
- Recorded all daily, weekly, and monthly Data
- Completed and Submitted Monthly Water Reports to EPD

Wastewater

- Daily Plant check of equipment and processes
- Daily sampling and testing of plant Effluent
- Daily Instrument calibrations
- Daily lab equipment temperature checks
- Weekly process control lab work
- Weekly Automatic samplers turned on and checked
- Pulled Weekly permit samples
- Performed weekly permit Lab testing
- Recorded all daily, weekly, and monthly Data
- Performed Maintenance on Dewatering Belt Press
- Performed Weekly and monthly Maintenance on Clarifiers
- Performed Weekly Sewer pump station and generator check
- Ran Belt Press weekly to remove excess solids in Plant
- Weekly Washdown and cleaning of tanks, troughs, and filter
- Daily utility locates, 210 water/sewer locates for the month of January
- Completed utility locating for all utilities behind new city hall
- Located all utilities on Bell Ave. for city ditch repair
- Raised two Sewer Manholes
- Repaired Sewer Service at 100 East Jefferson St.
- Made several Water Line repairs at WWTP
- GA EPD approved the cities request move up to the next Discharge Permit level of 0.500 MGD, this will be effective January 1st, 2023.
- Completed and Submitted Monthly Wastewater Report (DMR) to EPD

LINE #1-4

1.2023 Recommendation of Council Meetings
and Meeting Times

2.2023 Recommendation of Downtown
Development Authority Meetings and
Meeting Time

3.2023 Proposed Historic Preservation
Committee Meetings and Meeting Time

4.2023 Municipal Court Dates and Times

City of Hoschton 2023 Schedule of Meetings



Application Submittal Deadline	Council Work Session 6:00 PM (Second Thursday)	Council Meeting 6:00 PM	Downtown Development Authority 6:00 PM	Historic Preservation Committee 3:00 PM	Municipal Court 3:00 PM
December 9th	January 12th *	January 16th *	January 9th	January 26th	January 12th **
January 6th	February 16th	February 20th	February 13th	February 23rd	February 9th
February 3rd	March 16th	March 20th	March 13th	March 23rd	March 9th
March 3rd	April 13th	April 17th	April 10th	April 27th	April 13th
April 7th	May 11th	May 15th	May 8th	May 25th	May 11th
May 5th	June 15th	June 19th	June 12th	June 22nd	June 8th
June 2nd	July 13th	July 17th	July 10th	July 27th	July 13th
July 7th	August 17th	August 21st	August 14th	August 24th	August 10th
August 4th	September 14th	September 18th	September 11th	September 28th	September 14th
September 1st	October 12th	October 16th	October 9th	October 26th	October 12th
October 6th	November 16th	November 20th	November 13th	November 23rd	November 9th
November 3rd	December 14th	December 18th	December 11th	December 28th	December 14th
December 1st	January 11th	January 15th	January 8th	January 25th	January 11th

Meeting Address: All above meetings will be held at Hoschton City Hall,

79 City Square, Hoschton, GA 30548

*** These meetings originally scheduled to be held at Train Depot, will now be held at Hoschton City Hall, 79 City Square, Hoschton, GA 30548. ** The January Meeting for Municipal Court will be held at Historic Train Depot,**

4272 Highway 53, Hoschton, GA 30548.

LINE ITEM #5

2023 Recommendation to appoint 2 new
Downtown Development Authority Board
Members

(We will have these recommendations from the
DDA board after their meeting on 1/9/2022 and
then I will pass recommendation along to
council)

LINE ITEM #6

2023 Recommendation of Council
Committees from Mayor O'Leary

Mayor
Ms. Lauren O’Leary

City Manager
Ms. Jennifer Kidd-Harrison

City Clerk
Ms. Jennifer Kidd-Harrison



Post 1
Mr. Scott Mims

Post 2
Mr. Tracy Carswell

Post 3
Ms. Fredria Carter-Sterling

Post 4
Ms. Debbie Martin

Post 5
Mr. Adam Ledbetter

Post 6
Mr. James Lawson

Mayor & Council Committee

1. Council Retreats – Mayor O’Leary
2. City Facilities – Councilmember Tracy Carswell
3. Economic Development – Councilmember Debbie Martin
4. Cemetery – Councilmember James Lawson
5. Parks and Recreation – Councilmember Scott Mims
6. Downtown Development Authority – Councilmember Adam Ledbetter
7. Historic Preservation Committee – Councilmember Fredria Sterling

LINE ITEM #1

2023 Recommendation of Mayor Pro-Tem

LINE ITEM #8

2023 Recommendation of Ethics Board Members

(Please see supporting documentation
showing 2022 Ethics Board)

In the City Ordinance, **Section 3-102 Code of Ethics**, It states the following:

- A. The Special Committee on the Ethics Commission shall appoint six (6) individuals whose names shall be provided to the City Clerk. Upon receipt of a verified complaint of a violation of this Ordinance against a City Official, the Clerk shall contact the individuals in the order listed by the Special Committee. The Clerk shall obtain three members to serve on the hearing board. On any subsequent complaint, the Clerk shall contact the person listed immediately after the third person chosen to serve on the previous occasion. At least every two (2) years, the Mayor Pro Tem shall convene a Special Committee on Ethics Commission to appoint the six members as provided in this section.

*The Council voted on a new board last year in 2022.

2022 Recommendation of Ethics Board Members
Mayor Pro-Tem has suggested the following:

- 1. Mr. Sam Waites*
- 2. Ms. Brenda Chapman*
- 3. Ms. Kim Sell*
- 4. Mr. Chris Hardin*
- 5. Mr. Josh Burdette*
- 6. Mr. Austin Albers*

LINE #9

Hoschton Coffee Lease Agreement Renewal for
2023-2024

LEASE AGREEMENT

GEORGIA, JACKSON COUNTY

THIS AGREEMENT, made the _____ day of _____, 2023 between the CITY OF HOSCHTON, Georgia, hereinafter known as Lessor, and JOSH BURDETTE hereinafter known as Lessee;

WITNESSETH: That said Lessor has this day rented to Lessee the offices located at 73 CITY SQUARE, Hoschton, Georgia 30548 that are, hereinafter known as Premises.

1. Said premises are to be used only for purposes of conducting services offered by a RESTURANT to be known as HOSCHTON COFFEE COMPANY. The said lease shall be for a period of ONE year, to commence on the 1ST day of MARCH, 2023 and ending on the 28TH day of FEBRUARY, 2024.
2. For the rental of said Premises, Lessee shall pay to Lessor the sum of \$ 1,000.00 per month, payable in advance on the first day of each month, beginning on MARCH 1, 2023, and continuing on or before the first day of each month thereafter, through the termination of this Lease. In the event that Lessee fails to pay the full amount of rent by the first day of each month, Lessee shall owe the Lessor a late fee in the of \$100.00
3. Should Lessee fail to pay said rent promptly when due, or if Lessee shall be in default in performing any of the terms or provisions of this lease, then Lessor may at its option, terminate this contract, cancel same and take immediate possession of the Premises, without waiving any rent that may have accrued at the time of cancellation, or any claim for damages or breach of contract on the part of the Lessee. Lessor may also remove Lessee's personal effects and property from the premises without being guilty of forcible entry, detained, trespass, tort, or responsibility for the storage and safekeeping of said property. All rent payments shall be mailed or delivered to Lessor at its address, 61 City Square, Hoschton Georgia 30548 on or before said due date.
4. Lessee hereby certifies that the premises have been examined by Lessee and Lessee agrees to accept the premises in its present condition. The Lessor reserves the right to enter upon said premises for the purpose of reasonable inspection along with the right to make repairs or improvements upon same or upon adjoining property of Lessor.
5. Lessee agrees that no alterations, improvements or additions shall be made to the Premises or other portions of said Premises without first having obtained written consent of the Lessor and without proof of insurance as required by the Lessor. Tenant may not make alterations, improvements, or additions to common areas and areas outside of the Premises, including to the exterior walls of the building, without first having obtained written consent of the Lessor. Upon termination of the lease, Lessee agrees to return the Premises to the prior condition of the Premises when Lessee entered into the lease, unless otherwise agreed to by Lessor. Lessor agrees that if Lessee alters the Premises to add restroom facilities, Lessee will not be required to remove the restroom facilities at the end

of this Agreement. Any other improvements made to the Premises, other than those specifically set forth, shall remain on the Premises and shall be property of Lessor after the expiration of this Lease.

6. Lessee shall bear all reasonable charges for utilities used in the Premises.
7. Lessee shall comply with all governmental laws and ordinances in the conduct of its business and shall not conduct its business in such a manner that it interferes with the other occupants or tenants located in the building.
8. If the whole of the leased premises, or such portion thereof as will make the premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Lessor and Lessee as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Lessee nor Lessor shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the lease as herein provided. If the premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Lessor and Lessee as of that date. If premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of premises has been destroyed, and Landlord shall restore premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall recommence.
9. This Lease Agreement and the rights of Lessee hereunder shall not be an asset of said Lessee to be sold either by its representatives, assigns, successors, receivers or trustees in bankruptcy, or receiver in insolvency proceedings, but in the event of dissolution, bankruptcy, or insolvency of Lessee, Lessor may, if it so desires, immediately terminate this Agreement and resume possession of the premises. If through oversight or otherwise said Lessee should hold premises beyond the term of this Agreement then Lessee shall become a Tenant at will and shall surrender said property on sixty (60) days notice from the Lessor. It is expressly agreed that there shall be no extension or renewal of this lease or continued occupancy of said premises beyond the term of this lease unless there is an agreement in writing to that effect signed by the parties hereto.
10. Any notices pursuant to this Lease to Lessor may be sent via hand delivery or certified mail to Lessor at the address set forth in Paragraph 3. Any notices pursuant to this Lease to Lessee may be sent via hand delivery or certified mail to Lessee at the Premises.
11. Before occupying the Premises, Lessee shall deliver to City a certificate with signed declaration pages, or written proof that the attached declaration pages are a copy of the original declaration page, and attached riders and endorsements which show (i) that the City is listed as an Additional Insured on the policy (ii) which shows a waiver of subrogation in favor of the City (iii) which shows to the satisfaction of the City, that the required insurance is in force. The Insurance Carrier(s) shall provide to the City at least

thirty (30) days' written notice before canceling, materially changing, or discontinuing coverage. Notice shall be sent via certified mail, return receipt requested to 61 City Square, Hoschton Georgia 30548. Lessee shall deliver written notice of any such cancellation, modification or termination within twenty-four (24) hours of receiving any notice thereof. Failure by the Lessee to deliver proof of insurance as provided in this Paragraph, or notice as required in this paragraph, shall constitute a material substantial breach of this Contract. All such documents shall be delivered directly to the City Manager. Each of these documents which show the required insurance coverage shall be attached to each set of the original Lease Agreement when the documents are transmitted to the City for final execution and approval. If desired, the insurance carrier may redact the premium amount from the declaration page.

Insurance is to be placed with duly licensed or approved non-admitted insurer in the state of Georgia with an "A.M. Best" rating of no less than A-VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Lessee from potential insurer insolvency.

Commercial General Liability: The Lessee shall procure and shall maintain during the life of this Agreement, General Liability Insurance to protect the Lessee, any subcontractor performing work covered by this Agreement, and the City as an additional insured on a primary and noncontributory basis, from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations are by the Lessee or by any anyone directly or indirectly employed or hired by Lessee. A waiver of subrogation in favor of the City is to be in place. The amount of insurance shall not be less than the following:

- Each Occurrence \$1,000,000
- Personal & Advertising Injury \$1,000,000
- Medical Expense Any One Person \$5,000
- Damage to Rented Premises \$50,000
- General Aggregate \$2,000,000
- Products (Completed/Operations Aggregate) \$2,000,000

Automobile Liability: The Lessee shall procure and shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance for bodily injury and property damage. The insurance shall include coverage for owned, non-owned and hired vehicles. The City shall be named as an Additional Insured on a Primary and Noncontributory basis with a waiver of subrogation in favor of the City. Amounts shall not be less than the following:

- Combined Single Limit Per Accident \$1,000,000

Excess/Umbrella Liability: The Lessee shall procure and shall maintain during the life of this Contract Excess or Umbrella Liability Insurance over General Liability, Auto Liability and Employers Liability. Umbrella or excess liability policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf", with defense cost

payable in addition to policy limits. There shall be no cross liability exclusion of claims or suits by one insured against another. The City shall be named as an Additional Insured on a Primary and Noncontributory basis with a waiver of subrogation in favor of the City. The amounts of coverage shall not be less than the following:

- Each Occurrence \$1,000,000
- Aggregate \$1,000,000

Worker's Compensation and Employer's Liability: The Lessee shall procure and shall maintain during the life of this Contract, Worker's Compensation and Employer's Liability Insurance for all of Lessee's employees to be engaged in work on and in the Premises, and in case any such work is sublet, the Lessee shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Lessee's Worker's Compensation Insurance. A Waiver of Subrogation in favor of the City shall be included.

- Workers' Compensation – Each Employee Statutory Limits
- Employer's Liability – Each Employee \$1,000,000
- Employer's Liability – Each Accident \$1,000,000

If self-insured, proof of filing with the State of Georgia and secured, set aside funds shall be required.

Additional Insured: The insurance policies required by this Agreement shall be endorsed to include "City of Gainesville, Georgia, its officers, elected or appointed officials, agents, employees, volunteers, and representatives" as Additional Insured with respect to work performed on and in the Premises. (This requirement does not apply to Worker's Compensation, Employer's Liability, or Professional Liability coverage). A copy of the endorsement shall be provided.

Waiver of Subrogation: The insurance policies required by this Agreement shall be endorsed to include a Waiver of Subrogation on all policies in favor of "City of Gainesville, Georgia, its officers, elected or appointed officials, agents, employees, volunteers, and representatives.

Renewal certificates shall be provided to the City prior to the expiration date of existing coverage, and shall be provided continuously for a period of one year after the completion of the work. All documents shall reference the contract name.

12. It is agreed between the parties to this Agreement that neither shall be bound by any verbal statement or agreement or any subsequent contract relating to the Premises during the term of this contract unless endorsed hereon and signed by the parties thereto and the foregoing constitutes the entire agreement between the parties.
13. Tenant shall deposit a Security Deposit in the amount of \$1,500.00 with Landlord on or before prior to the execution of this Lease, which shall be held by Landlord, without liability to Tenant for any interest thereon, as security for the full and faithful performance by Tennant of each term, covenant and condition of the Lease. If the rent

shall be unpaid or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the Security Deposit, or so much thereof as may be necessary to compensate Landlord toward the payment of rent, charges or other sums due from tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant: and in such event tenant shall upon demand restore the Security Deposit to the original sum deposited. In the event Tenant furnishes Landlord with proof of all utility bills have been paid through the date of Lease termination and performs all of Tenant's other obligations under the Lease, the Security Deposit shall be returned in full to the Tenant within thirty (30) days after the termination of the Lease, and the surrender of the Premises by Tenant in compliance with the provisions of this lease. In the Event of a sale of the Premises, subject to this Lease and transfer of the Security Deposit to the new landlord, Landlord shall be released from al liability for the return of the Security Deposit and Tenant shall look solely to the new Landlord for the return of the Security Deposit. This provision shall apply to every transfer or assignment made of the Security Deposit to the new Landlord.

IN WITNESS WHEREOF: Said Lessor and Lessee have hereunto set their hands and affixed their seals in duplicate the day and year first above written.

**Signed, sealed, and delivered
in the presence of:**

CITY OF HOSCHTON, GEORGIA

Unofficial Witness

By: _____
Lauren O'Leary, Mayor

Notary Public
Commission Expires: _____

ATTEST: _____
Jennifer Kidd-Harrison,
City Clerk

CITY SEAL

Approved as to Form:

Abbott S. Hayes, Jr., City Attorney

**Signed, sealed, and delivered
in the presence of:**

Unofficial Witness

Josh Burdette

Notary Public
Commission Expires: _____

LINE #10

Amending Intergovernmental Agreement for
Lease of Train Depot between Hoschton and
Downtown Development Authority

RESOLUTION 2023-001

**Amending the Approval of Intergovernmental Agreement with the Hoschton
Downtown Development Authority Regarding Train Depot Property Located in the
Downtown Development Area of the City of Hoschton**

WHEREAS, the revitalization and redevelopment of the central business district of the City of Hoschton ("City") develops and promotes for the public good and general welfare trade, commerce, industry, and employment opportunities and promotes the general welfare of the City by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade, and commerce within the City; and

WHEREAS, it is in the public interest and vital to the public welfare of the citizens of the City to revitalize and redevelop the central business district of the City; and

WHEREAS, the City desires to convey the City's interest in marketing and leasing real property to the Hoschton Downtown Development Authority ("Authority"), such that the Authority may market and lease real property in furtherance of the Authority's mission and purpose.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City does hereby approve and adopt the Intergovernmental Agreement with the Authority attached hereto and does hereby authorize the Mayor, City Manager, and City Attorney to execute the Intergovernmental Agreement attached hereto, as well as such other documents and agreements that may be necessary to effectuate the provisions of the Intergovernmental Agreement.

Adopted this ____ day of _____, 2023.

Lauren O'Leary, Mayor

This is to certify that I am City Clerk of the City of Hoschton. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Jennifer Kidd-Harrison, City Clerk

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
CITY OF HOSCHTON, GEORGIA AND HOSCHTON DOWNTOWN DEVELOPMENT
AUTHORITY REGARDING TRAIN DEPOT PROPERTY LOCATED IN THE
DOWNTOWN DEVELOPMENT AREA OF THE CITY OF HOSCHTON**

This Agreement is made and entered into as of the __ day of _____, 2023, by and between the City of Hoschton, Georgia, hereinafter called "Hoschton" and the Hoschton Downtown Development Authority (hereinafter called "the Authority") for the purpose of conveyance of Hoschton's rights in real property to the Authority, such that the Authority may market and lease the real property in furtherance of the Authority's mission and purpose.

WHEREAS, Hoschton owns real property identified as Jackson County tax parcel H02 057, located at 4272 Railroad Avenue, Hoschton, Georgia 30548 and consisting of approximately 0.33 acres (said real property hereinafter called "the Property"); and

WHEREAS, the Property is located in the Downtown Development Area of Hoschton; and

WHEREAS, pursuant to O.C.G.A. § 36-42-2, the purpose of the Authority is to revitalize and redevelop the Downtown Development Area of Hoschton, so as to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of Hoschton and surrounding communities; and

WHEREAS, pursuant to Section 6.33 of the Hoschton Charter, Article IX, Section III, Par. I of the Georgia Constitution, and O.C.G.A. § 36-42-8, Hoschton and the Authority have the power to enter into this Intergovernmental Agreement for the purpose of Hoschton granting the Authority the power to market and lease the Property to fulfill the purpose of the Authority as set forth herein; and

WHEREAS, Hoschton and the Authority desire to enter into an agreement to provide for the conveyance of such rights to the Property to the Authority to enable the Authority to market and lease the Property to fulfill the purpose of the Authority as set forth herein.

NOW THEREFORE, Hoschton and the Authority agree to the following:

- A. Hoschton shall execute such documents as are necessary to convey Hoschton's rights to the Authority to market and lease the Property.
- B. The Authority shall work diligently to develop and lease the Property for fair market value to such persons and/or entities that will help to revitalize and redevelop the Downtown Development Area of Hoschton, so as to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of Hoschton and surrounding communities.
- C. Upon the development and leasing of the Property, the net proceeds of rental income, after deduction of reasonable and customary costs associated with the leasing of the Property, shall be paid to Hoschton.
- D. The power of the Authority to lease the Property shall terminate on December 31, 2023, such that the Authority shall not have the power to lease the Property for any

term past **December 31, 2024**, unless extensions are negotiated and agreed to between Hoschton and the Authority.

- E. The Authority agrees to hypothecate its interest in the Property to any lender as collateral for any loans related to the Property.
- F. All notices under this Agreement shall be in writing and shall be deemed to have been given by delivering it to person or by certified mail:

As to the Authority:

Hoschton Downton Development Authority
Attn: Chairperson
79 City Square
Hoschton, GA 30548

As to Hoschton

City of Hoschton
Attn: City Manager
79 City Square
Hoschton, GA 30548

- G. The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.
- H. This Agreement contains the sole and entire agreement of the parties with respect to the subject matter contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between the parties and not incorporated herein shall be of any force of effect. Any amendment to this Agreement shall be in writing and executed by the parties.
- I. This Agreement may not be assigned or transferred by either party without the written consent of the other party. The provisions of this Agreement shall inure to the benefit or and be binding upon the parties hereto and the respective success and assigns.
- J. Time is of the essence with respect to this Agreement.
- K. This Agreement and all amendments hereto shall be governed and construed under the laws of the State of Georgia.
- L. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

M. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. The Mayor, Clerk, City Manager, and City Attorney of Hoschton are hereby authorized to sign such documents as are necessary to effectuate the provisions of this Agreement. The Chairperson and Secretary of the Authority are hereby authorized to sign such documents as are necessary to effectuate the provisions of this Agreement.

IN WITNESS THEREOF, the parties have set their hand and seal as of the day and year first above written.

HOSCHTON DOWNTOWN DEVELOPMENT AUTHORITY

By: _____
Chairperson

ATTEST: _____
Secretary

CITY OF HOSCHTON

By: _____
Lauren O'Leary, Mayor

ATTEST: _____
Jennifer Kidd-Harrison, City Clerk

APPROVED AS TO FORM

Abbott S. Hayes, Jr., City Attorney

LINE #11.

Resolution 2023-001: Personnel
Amendment

RESOLUTION 2023-002

Approval of Personnel Policies

WHEREAS, the governing body of the City of Hoschton ("City") desires to amend the newly adopted personnel policies, such that employees of the City are aware of their rights and obligations relating to employment by the City and to ensure that the citizens of the City continue to receive excellent service from the outstanding persons who work for the City; and

WHEREAS, the City has reviewed the amended personnel policies and wishes to change Section 10.1.2, General Provision and Section 11.1, Paid Time Off.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City does hereby adopt the attached amended personnel policies and directs the Mayor, the City Manager, and the City Attorney to sign such documents and take such actions as necessary to ensure that the personnel policies are made available to City staff.

Adopted this ____ day of _____, 2023.

Lauren O'Leary, Mayor

This is to certify that I am City Clerk of the City of Hoschton. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Jennifer Kidd-Harrison, City Clerk

City of Hoschton
Personnel Policy Manual

Updated January 1, 2023

Dear Employee,

Welcome to the City of Hoschton. We are excited to have you as a part of our diverse team of employees. The City of Hoschton values the talents and abilities of our employees and seeks to foster an open, cooperative, and dynamic environment in which employees and the City alike can thrive. Our City is a wonderful place to work & we value the input & contributions of every team member. This employee handbook contains key policies and expectations of the City of Hoschton as your employer. You will find the information both necessary and informative and are encouraged to use these policies & procedures as the vital resource it is intended to be.

The City of Hoschton is committed to outstanding service to our citizens and visitors. Providing an outstanding quality of life to our community is our top priority. As a part of our team, you will discover that your involvement will not only benefit the City but be a rewarding experience to you on both a professional and personal level. We expect you to own the results of your innovation and productivity and be an active participant in the growth and development of your career and of the City of Hoschton's future.

Welcome aboard and I look forward to working with you.

Sincerely,

Jennifer Harrison
City Manager

Employee Acknowledgment Form

This Personnel Handbook describes the policies and procedures at the City of Hoschton, Georgia and I understand that I should consult with the Human Resource Department regarding any questions not answered in the Personnel Handbook. I acknowledge that I am an employee at-will and have entered my employment with the City of Hoschton 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 Manager 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 Hoschton 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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SECTION 1 - PURPOSE AND SCOPE

1.1 INTRODUCTION

These personnel policies serve as a general guide to the City of Hoschton's current employment practices and procedures. As such, we hope they will help you better understand how the City operates and what is expected of you as an employee. These policies also describe what the City provides in terms of compensation, benefits, and other support.

The City places the highest value on our employees and their wellbeing. We want to see that you are a satisfied worker, with the support necessary to achieve the objectives of your position. Only in this manner can your contribution to the City organization be the most productive.

It is our belief that when consistent personnel policies are known and communicated to all, the choices for greater job satisfaction increase. We encourage you to read these policies. If you have any questions, please ask your supervisor or department head. As you have ideas or suggestions for improvement, please do the same.

We hope a mutual respect and support will allow you to reach the full potential of your position making productive contributions for the continued growth of the city.

1.2 INTENT OF POLICIES

These policies are not intended to be a contract, express or implied, or any type of promise or guarantee of specific treatment upon which you may rely, or a guarantee of employment for any specific duration. Although we hope that your employment relationship with us will be long-term, we recognize that things may not always work out as planned, and either party may decide to terminate the employment relationship.

1.3 AUTHORITY

A. General

Except for matters reserved by state law or the City charter to the City Council, the general and final authority for personnel administration rests with the City Manager. This Personnel Handbook provides statements of policy and establishes required procedures relating to personnel administration that are necessary to manage City operations effectively and efficiently. It is issued by the City Manager under the authority of the City Council.

B. Scope of Authority

The City Manager possesses the authority to administer City operations. The City Manager's authority includes, but is not limited to:

- 1) Discipline, discharge, or release of employees pursuant to the procedures described in this handbook;
- 2) Direct the work forces;
- 3) Hire, assign, or transfer employees;
- 4) Determine the mission of City departments;
- 5) Determine the methods, means, and allocation/assignment of personnel needed to carry out the City's mission;
- 6) Introduce new or improved methods or facilities or change such methods or facilities;
- 7) Determine reasonable work schedules and establish the methods and processes by which such work is performed;
- 8) Require the performance of duties stated and intended in job descriptions, with the understanding that every duty is not always described;
- 9) Determine position availability by:
 - a. Authorizing lateral assignments;
 - b. Freezing, hiring, and promoting;
 - c. Authorizing delay in position uses due to budget, facilities, or other business necessity;
 - d. Authorizing temporary assignment into a vacancy.
 - e. Delete positions, reclassify positions, and/or reassign employees to different positions with different classifications and pay as required by business necessity.
 - f. Delegated Authority

The City Manager may delegate authority to Department Heads in the following areas:

1. Discipline, discharge, or release of employees pursuant to the procedures described in this handbook;
2. Direct the work forces;
3. Hire, assign, or transfer employees;
4. Recommend the mission of specific departments;
5. Determine the methods, means, and allocation/assignment of personnel needed to carry out the department's mission;
6. Introduce new or improved methods or facilities or change such methods or facilities;
7. Recommend work schedules and establish the methods and processes by which such work is performed;

8. Require the performance of duties stated and intended in job descriptions, with the understanding that every duty is not always described;
9. Recommend positions, reclassify positions, and/or the reassignment of employees to different positions with different classifications and/or pay; and
10. Fiscal responsibility of the department.

1.4 ADMINISTRATION OF POLICY

Proper policy administration includes selecting goals and encouraging the performance of duties above the minimum standards. The provisions of this Handbook create high standards of conduct so that training and performance can be aimed at the highest levels and may in appropriate cases, be the basis for internal discipline. This personnel manual provides general information about City policies, procedures, expectations, and benefits. The information in this handbook, however, cannot anticipate every situation or answer every question regarding your employment. Therefore, the policies set forth in this Handbook may not cover all situations. The City Manager shall make interpretive decisions for those situations that are not specifically covered by this handbook and may, in the best interest of City operations, override any provision in this handbook.

The intent of this personnel policy handbook is compliance with all applicable federal and state law. In the event of a change in law or a conflict in federal or state law with the contents of this handbook, the federal and/or state law shall supersede the policies contained within this handbook.

1.5 "AT WILL" EMPLOYMENT

- a. All employment relationships are at the will of the City of Hoschton and the employee. Employees may resign or quit at any time for any or no reason, with or without cause or notice. Similarly, the City of Hoschton may discharge an employee at any time for any reason, with or without cause or notice.
- b. This handbook is not intended to and does not create an employment contract between the City and its employees. Your employment is for no specified period of time, and this Handbook does not limit your right or the City's right to terminate your employment at any time for any reason or no reason.

1.6 DEPARTMENTAL OPERATING RULES

Departmental operating rules and regulations related to employment matters, not in conflict with this Handbook, may be used and/or established by the Department Head. All such departmental operating rules and regulations and subsequent amendments thereto adopted pursuant to this Section shall be submitted to the City Clerk within ten (10) days of their adoption by the department for maintenance in the City Clerk's office. To the extent there are any questions as to the controlling rule, the rule requiring the most stringent level of employee performance shall govern.

1.6 REVISIONS TO HANDBOOK

This handbook may be amended in whole or in part from time to time at the sole discretion of the City to maintain legal compliance, operative effectiveness, and desired workplace conditions. Amendments will be made available to all employees upon adoption. Employees must sign acknowledgement form that policy changes and additions have been received and reviewed.

1.7 PERSONNEL HANDBOOK

(a) Scope

The provisions of this Handbook apply to all employees of the City of Hoschton Georgia, both on and off duty, unless otherwise indicated, restricted by authority, or limited by law.

(b) Not a Contract

This handbook does not constitute a contract of employment or benefits. Nothing in this handbook should be construed as a guarantee of continued benefits from, or employment by, the City of Hoschton. All employees are subject to discharge with or without cause.

(c) Changes

The City Manager reserves the authority to recommend, modify, revoke, amend, suspend, interpret, terminate, or change any or all of the provisions of this handbook. Except in the case of emergency, employees will be given appropriate notice of any change.

(d) Titles/Headings

The use of titles or headings in this Handbook shall not govern, limit, modify, or affect the scope of meaning or intent of any provision.

(e) Validity/Severability

Any statement in a directive found to be illegal, incorrect, or inapplicable shall not affect the validity of the remaining contents.

(f) Distribution

Every City employee will have access to a copy of this handbook and copies of amendments and revisions as they are adopted.

(g) Compliance

All provisions of this Handbook are applicable to regular full-time, part-time, seasonal, and temporary employees, except where otherwise noted in the Handbook.

(h) Official Copy

An official copy of the City of Hoschton, Georgia Personnel Handbook containing the latest revisions is maintained by the Human Resource Department and can be found in the office of such department.

1.8 DEFINITIONS

The following words and phrases shall have the following meanings. All other words not defined herein shall have the common and ordinary dictionary meanings unless a different meaning is required by the context.

(a) Days

Unless otherwise provided, "days" refers to business days, rather than calendar days or shift days.

(b) Demotion

Demotion is defined as the change of an employee from a position in one grade to a position in another grade at a lower level. Demotions may be to one or more grade levels lower than the current employee status.

(c) Department

The recognized departments for the City of Hoschton:

- Administration
- Building Inspections/Code Enforcement
- Planning
- Police
- Public Works
- Sanitation
- Stormwater/MS4
- Water/Wastewater

(d) Department Director

The highest administrative employee of a department, whether indicated as Director, Chief, or other job title or rank.

(e) Employee

- Regular Full-time Employee: Any employee filling an approved, budgeted position with a regularly scheduled work week of at least thirty (30) hours per week.

- Regular Part-time Employee: Any employee filling an approved, budgeted position with a regularly scheduled work week of less than thirty (30) hours per week.
- Temporary Employee: Any employee filling a position for a specified length of time, for either long- or short-term work assignments.

(f) Exempt Employee

An employee defined according to the federal Fair Labor Standards Act (FLSA) to be subject to equal pay provisions but exempt from minimum wage and overtime pay provisions. Exempt employee's compensation is based on an annual salary basis and there is no compensation for hours worked more than the defined work week schedule.

(g) Health Impairment

A temporary or permanent mental or physical impairment including, but not limited to injury (on or off the job), illness, or other job-restricting impairment, which diminishes or precludes one's capacity for or renders one unfit for performance of the essential job functions of the position.

(h) Immediate Family Member

For purposes of this handbook, immediate family member is defined as follows:

- Spouse
- Parent or Stepparent
- Mother-in-law
- Father-in-law
- Child or Stepchild
- Sister or Sister-in-law
- Brother or Brother-in-law

(i) Non-Exempt Employee

An employee defined according to the FLSA to be subject to equal pay, minimum wage, and overtime provisions. For regular employees, hours worked in excess of the 40-hour work week will be paid at a rate of 1½ times the employee's regular rate of pay.

(j) On-the-Job Injury

An injury arising out of employment or sustained in the course of employment.

(k) Overtime Rate

The overtime rate of pay is one and one-half (1½) times the regular rate of pay for non-exempt employees.

Working over 40 hours in the work week

(l) Promotion

A promotion is defined as the change of an employee from a position in one grade to a position in another grade of a higher level.

(m) Reassignment

Reassignment is defined as the movement of an employee within the classification plan not otherwise covered by demotion, promotion, or reclassification. The terms reassignment and transfer may be used interchangeably.

(n) Reclassification

A position whose classification is altered due to job duties and responsibilities. Reclassifications can be to a higher, lower, or same pay grade.

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(o) Supervisor

The term supervisor shall apply to any employee formally assigned to supervisory responsibilities for personnel and operations of a work unit within a larger department of City government. Department Directors and the City Manager should be understood to be supervisors of individuals who report directly to them.

(p) Unauthorized Absence

Failing to report for duty or failure to remain at work as scheduled without proper notification, authorization, or excuse.

SECTION 2 - EMPLOYMENT POLICIES AND PRACTICES

2.1 EQUAL EMPLOYMENT OPPORTUNITY

The City maintains a policy of non-discrimination with employees and applicants for employment. The City will not unlawfully discriminate in any aspect of employment based on race, color, religion, gender, sex, age, marital status, national origin, pregnancy or related medical condition, veteran status, sexual orientation, disability, or any other basis prohibited by federal, state, & local laws. This policy applies to all terms and conditions of employment including, but not limited to hiring, placement, promotion, termination, reduction in force, recall, transfers, leaves of absence, compensation and training. The City will reasonably accommodate qualified disabled applicants and employees as required by law.

2.2 BREASTFEEDING POLICY

Policy for Supporting Breastfeeding Employees

In recognition of the well documented health advantages of breastfeeding for infants and mothers, the City of Hoschton provides a supportive environment to enable breastfeeding employees to express their milk during work hours.

The City of Hoschton subscribes to the following worksite support policy. This policy supports Georgia Code- Labor and Industrial Relations- Title 34, Section 34-1-6

As stated in the Georgia Code, an employer (with one or more employee) shall provide reasonable unpaid break time each day to an employee to express breast milk (pump) for her infant child. The City of Hoschton will make reasonable efforts to provide a room or other location, other than a restroom, where the employee can [pump] in privacy. The break time shall, if possible, run concurrently with any break time already provided to an employee.

An employer is not required under state law to provide time under this Code section if to do so would unduly disrupt the operations of the employer.

2.3 WORKPLACE DISCRIMINATION & HARASSMENT POLICY

Section 1: Policy Statement

It is the policy of the City of Hoschton that harassment, bullying, and discrimination of any kind will not be tolerated, and complainants will be protected from reprisal. Employees and non-employees are encouraged to come forward confidentially to discuss any situation that they deem inappropriate. The City of Hoschton expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status. Improper interference with the ability of City of Hoschton employees to perform their expected job duties will not be tolerated.

2.4 DISCRIMINATORY HARASSMENT

The EEOC's 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 his/her relative, friends, or employees, and that;

- (a) has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
- (b) the purpose or effect of unreasonably interfering with an individual's work performance; or
- (c) otherwise adversely affects an individual's employment opportunities.

All employees, supervisors, department heads and elected officials 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,

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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.:

- (a) 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;
- (b) Offensive pictures, drawings, posters, photographs, reading materials, computer monitors, or other tangible items, or communications including e-mail, that are reasonably offensive or that reasonably exploit an individual’s race, color, national origin, religion, sex, gender, disability, age, veteran status, citizenship, sexual orientation, or other protected group status;
- (c) 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
- (d) 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.

SECTION 3: SEXUAL HARASSMENT

3.1 DEFINITION

The Equal Employment Opportunity Commission (EEOC) defines sexual harassment as a form of sex discrimination that violate Title VII of the Civil Rights Act of 1964, 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. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
- 2. Submission to or rejection of such conduct by an individual is used as the basis for an employment decision, and

3. Such conduct has the purpose or effect to interfere with an individual's work performance or creates a hostile or intimidating environment.

3.2 QUID PRO QUO

Quid Pro Quo literally means "this for that" and exists when submission to, or rejection of, such conduct is used as a basis for employment decisions such as raises or promotions or affects public services.

3.3 HOSTILE ENVIRONMENT

Hostile Environment includes any lewd sexual conduct, pictures, words, or touching that interferes with a person's job performance or creates an intimidating, offensive working or public service environment even if there are no occurrences of tangible or economic loss.

3.4 PROHIBITED BEHAVIOR

Behavior prohibited by this policy can include but is not limited to unwelcome sexual remarks or compliments, sexual jokes, sexual innuendo or propositions, sexually suggestive gestures or facial expressions, sexual remarks about a person's clothing or body, exhibiting sexually explicit publications or materials, kissing, touching, and sexual contact.

SECTION 4: COMPLAINT PROCEDURE & INVESTIGATION

If an employee feels that this policy has been violated, regardless of whether it is by a fellow worker, a supervisor, or a member of the general public, the employee should ask the offender to immediately stop the behavior. The employee will then report the incident(s) immediately to their department director and the Human Resource Department. If the Human Resource Department or the department director is involved in the behavior, the report should be made to the City Manager or his/her designee. Any supervisor who receives a complaint related to harassing or offensive behavior or who has reason to believe that such behavior is occurring shall report these concerns to the Human Resource Department or to the City Manager or his/her designee. At any point, the employee who feels they have been harassed, may go outside the chain of command of their department and go to the Human resource Department or the City Manager or his/her designee.

All reports of harassing or offensive behavior will be investigated promptly, fairly and discreetly. Investigatory procedures may vary from case to case depending upon the circumstances. The investigation will be conducted as confidentially as possible. All employees have a responsibility both to cooperate fully with the investigation and to keep the matter confidential whether the employee is the accused person, the complainant or merely a potential

witness. Persons who are interviewed are prohibited from discussing the matter outside the course of the investigation with co-workers, friends, or management. The City will keep the information it gathers as confidential as possible, consistent with state and federal laws and the needs of the investigation.

SECTION 5: CORRECTIVE ACTION

If management concludes that a complaint of harassment has merit, appropriate action will be taken. Resolutions can include, but not necessarily be limited to, an apology, a transfer, direction to stop the offensive behavior, counseling or training, verbal or written warning, suspension with or without pay or termination. In the event that harassment or offensive behavior reoccurs, it should immediately be reported to the Human Resource Department or to the City Manager or his/her designee. Any employee found to be acting in a harassing manner will be subject to disciplinary action up to and including termination. Non-employees may be reported to the appropriate law enforcement agency and/or barred from the premises.

6 RECRUITMENT

The recruitment & selection of high-quality employees is critical to the objectives and continued success of the City to provide services to the community. This guidance is provided to assist Department Heads to recruit and select the best candidate in a fair, equitable, and consistent manner and in accordance with all applicable laws.

6.1 RECRUITMENT PROCESS

When a position becomes vacant or when a new position is requested, the Department Head shall review the position, its job description, and the need for such a position prior to any posting or advertisement of the vacancy. The Department Head will prepare and submit a written request to fill the position to the City Manager or his/her designee. The position will be posted and/or advertised only after the City Manager or his/her designee has approved the request. Positions will generally be posted for a minimum of a three (3) week period. It is the policy of the City to fill open positions within the City with qualified employees through promotion or transfer when practical. If there are no qualified applicants within the City, the City shall then open the position to outside applicants.

6.2 APPLICATION/RESUME PROCESS

Resumes or Application may be submitted. Any applicant supplying false or misleading information is subject to immediate disqualification or termination, if hired.

Applicants for positions for which the applicant is expected to operate a motor vehicle must be at least eighteen years old and will be required to present a valid Georgia State driver's license upon employment with any necessary endorsements. Driving records of applicants may be checked. Applicants with poor driving records, as determined by the City, may be disqualified for employment with the City in positions requiring driving, the operation of vehicles or equipment.

The City may conduct certain background procedures as required by law or City policy. Applicants must undergo a criminal background check and a driver's history record will be obtained. Applicants may be disqualified from employment due to information contained in these reports. The City may administer pre-employment examinations to test the qualifications and ability of applicants, as determined necessary by the City. The City may contract with any competent agency or individual to prepare and/or administer the examination.

6.3 PRE-EMPLOYMENT MEDICAL EXAMINATION

After an offer of employment has been made and prior to commencement of employment, the City will require persons selected for employment to successfully pass a medical drug screening to test for use of controlled substances. The offer of employment may be rescinded based on the results of the drug-screening.

If the applicant tests positive for prescription drugs, a copy of the prescription written for the applicant prior to the drug screening must be presented prior to starting work.

6.4 TEMPORARY EMPLOYEES

With the approval of the Department Head, temporary employees may be hired to temporarily replace regular employees on approved leave, when the workload exceeds the ability of the normal staff to accomplish the work on a timely and quality basis, or to temporarily fill a vacancy until a regular employee is hired. Temporary employees may be hired without competitive recruitment or examination, although all hiring processes must comply with state and federal laws.

Temporary employees are eligible for overtime pay as required by law. Temporary employees do not receive retirement, PTO, health insurance, holidays, or any other benefits during their employment.

An employee promoted or hired to fill a vacancy created by a person on leave generally is appointed to the position subject to the return of the absent employee. A temporary employee is subject to layoff if no other appropriate position is available upon return of the employee whose position was temporarily being filled. A temporary employee is considered a permanent employee after 45 days of continuous employment with the city. This does not exclude them from the probationary period set forth in this manual.

6.5 COMMUNITY SERVICE WORKERS AND OTHER COURT REFERRED WORKERS

As appropriate, the City may consider the placement of individuals who are referred by the courts to perform community service or other needed tasks. The Department Head where community service is performed will be responsible for the oversight and ensuring they meet their required hours as part of the court order. Community service workers & court referred workers are not considered employees of the City & will not be entitled to any compensation or benefits.

6.6 PROBATIONARY PERIOD

All appointments of staff, including new hires, promotions, transfers, and re-hires, are made on a trial basis of 90 days (3 months), which is considered an integral part of the selection and evaluation process. The "Probationary Period" provides the employee an opportunity to demonstrate his/her suitability for the position through actual work performance and it provides the City an opportunity to evaluate the employee's ability to meet the demands of the position and become a contributing member of the City. Extensions of the standard 90 days (3 Months) probationary period may be approved by the City Manager to properly evaluate the employee's performance. The probationary period will not be less than 90 days (3 Months) for any reason. No probationary period will extend beyond 12 months.

An employee may be dismissed at any time during the probationary period. The employee, if dismissed during the probationary period shall not be entitled to exercise the right to appeal for their dismissal.

6.7 EMPLOYMENT OF IMMEDIATE FAMILY (NEPOTISM)

The immediate family of current City employees and City Council Members will not be employed by the City where:

1. One of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other.
2. One party would handle confidential material that creates improper or inappropriate access to that material by the other.
3. Where one party would be responsible for auditing the work of the other.
4. Other circumstances exist that might lead to potential conflict among the parties or conflict between the interest of one or both parties and the best interest of the City.

6.8 EMPLOYEES OF OTHER AGENCIES

Employees of other agencies who may be providing services to the City of Hoschton under inter-local or other agreements shall not be considered employees of the City even if they are supervised or assigned work by City personnel.

6.9 EMPLOYMENT OF FORMER EMPLOYEES

When former employees apply to be rehired, they will be evaluated on the same basis as all other applicants. Consideration will be given to past job performance, the circumstances surrounding termination of previous employment and the former employee's ability to meet the job requirements of the position.

6.10 EMPLOYEE PERSONNEL RECORDS AND PRIVACY

A personnel file is maintained for each employee of the City. The official personnel files for all employees are located at City Hall and under the direct supervision of the Human Resource Department. Medical/I-9/Workers Compensation Files

Medical records, medical information related to ADA or FMLA documents necessary for the administration of employer benefit programs, and any investigatory information will be kept in a separate confidential file. I-9 forms & Workers Compensation documents are each maintained in separate files.

6.10.1 HIPPA

The private and confidential use of such information will be the responsibility of all individuals with job duties requiring access to protected health information (PHI) in the course of their jobs.

6.10.2 ACCESS TO PERSONNEL FILES

An employee has the right to review and request copies of their personnel files. These requests will be facilitated by the Human Resource Department.

Personnel files are kept confidential to the maximum extent permitted by law. Access to personnel files is conducted in accordance with the Open Records Act of Georgia.

6.10.3 REFERENCE REQUESTS AND INFORMATION REQUESTS

If employees wish the employer to verify information requested by outside sources for credit or other purposes, an authorization and release form with the employee's signature must be on file prior to release of requested information.

1. Written Inquiries: If the request for information is in writing, salary information will be verified. This verification will be in writing and a copy retained in the employee's file.

6.10.4 FILE RETENTION

Originals of all personnel records will be maintained and retained for as defined in the City's records retention schedule.

6.11 RECLASSIFICATIONS

Reclassifications include promotions, demotions, and lateral changes within a job classification.

6.11.1 PROMOTIONS

The City encourages current City employees to apply for vacant City positions for which they are qualified.

Promotions and transfers are based on qualifications and documented performance.

Receipt of a promotion or transfer does not constitute commitment for continued employment in the new position, nor is there a guarantee that the employee will be able to return to their former position if they are unsuccessful in the new job.

6.11.2 LATERAL RECLASSIFICATION

Lateral reclassifications (change in job title, but no change in job grade) and lateral transfers (change in location, but no change in job title or job grade) will not warrant a pay increase. Any exception will require prior approval of the City Manager or his/her designee.

6.11.3 DEMOTION

Demotions are individually evaluated by the City Manager for appropriate salary treatment.

SECTION 7 --ATTENDANCE & WORK HOURS

7.1 POLICY STATEMENT

- a. The City's standard workweek is Monday through Friday from 8:00 a.m. to 4:30 p.m. with a 30-minute lunch period. A normal working schedule for regular, full-time employees consists of forty hours each work week. Different work schedules may be established by the Department Head to meet job assignments and provide necessary City services with approval of the City Manager. The Department Head is responsible for advising the employee of his/her specific working hours. Part-time and temporary employees will work hours as specified by their Department Head.
- b. All non-exempt employees are responsible for accurately reporting all hours worked using a time clock supplied by the City. Employees failing to accurately record time worked are subject to discipline. Exempt employees must submit a time sheet showing days worked and utilization of accrued leave.
- c. Maintaining good attendance is a condition of employment and an essential job function of every employee. An employee will refrain from unauthorized absences or tardiness; abusing PTO; absences or tardiness that causes significant disruption of service, and excessive amount of time off the job, regardless of reason. An employee absent from the job without proper authorization for three consecutive workdays is considered to have resigned their position unless exigent circumstances are demonstrated upon review on a case-by-case basis.

7.2 ALTERNATIVE WORK SCHEDULES

(a) General Provisions

Subject to operational requirements, regular full-time employees may be permitted to work an alternative work schedule that allows the employee to work outside the normal work hours of 8:00 a.m. to 4:30 p.m. Monday through Friday.

(b) Approval Process

Any change in an employee's work schedule must be agreed to in writing by the department director and the employee prior to implementation. In addition, the City Manager must approve any change in an employee's work schedule to ensure there is no conflict with statutory/regulatory requirements or City policy.

(c) Restrictions

- The City may cancel or suspend an employee's alternative work schedule privileges at any time, for any or no reason.
- Daily and weekly work schedules can be modified at the City's discretion to meet changing operational needs.
- Approval of an alternate work schedule does not restrict employees from working more than their scheduled work hours.
- Employees can be required to depart from their alternate work schedule as necessary, to work additional hours, to attend training, or for other business purposes as determined by the City.
- No alternate schedule will be approved that has the potential to unduly increase the City's overtime pay liability or that results in an inconvenience to, or disruption of, the City's business.

(d) Telecommuting

Telecommuting is defined as working one or more days each workweek from home or an alternate work area instead of commuting to the City worksite where the employee would be required to work if they did not telecommute.

The City recognizes telecommuting as a valuable alternative work arrangement, where appropriate, for eligible employees.

The fundamental assumptions behind utilizing telecommuting are:

- ☐ Productivity – it is expected to continue at a satisfactory and acceptable level during telecommuting periods.
- ☐ Organizational benefit – telecommuting will be done to benefit the organization and the services provided.
- ☐ Management discretion – The City Manager will have the final authority in the applicability of telecommuting for each situation and shall have the right to terminate the telecommuting program or a telecommuting agreement at any time.

Telecommuting is not appropriate for all employees. No employee is entitled to or guaranteed the opportunity to telecommute. Offering the opportunity to work at home is a management option, based on the recommendation of the employee's department head. An employee's participation is strictly voluntary. All telecommuting

agreements must meet the criteria in this policy and may be terminated at any time by either the employee or the supervisor. The City Manager, or designee, will be the final approving authority for any telecommuting arrangements made for City employees.

Not all City jobs lend themselves to telecommuting. Employees may be considered on an individual basis for their telecommuting eligibility. A primary consideration for administering telecommuting in the City is that it does not interfere with services provided to the public during business hours. An employee's work must be of a nature that face-to-face interaction with other employees, external customers, or project workgroups is minimal and the employee's tasks can be performed successfully away from the office. Telecommuting agreements are entered into for the good of the City and the services provided.

City employees shall devote full time and attention to City business during telecommuting/business hours. Employees will not engage in outside employment during this time. Telecommuting is not a program designed to assist with dependent care. Primary care for dependents (childcare/elder care) during agreed-upon work hours shall be provided by someone other than the telecommuting employee. All telecommuting employees are required to maintain in-office periods, to attend staff meetings and interact as necessary with other staff, both within and outside of the department. Telecommuting employees shall not hold business meetings with internal or external clients, customers, or colleagues at their residence. Telecommuters shall be available to be called into the City work location at any time, without prior notice, for any reason, unless a medical condition would prohibit compliance at that time.

The amount of time an employee is expected to work per day or per pay period will not change due to participation in the telecommuting program. Employee salary, benefits, and insurance coverage will not change due to telecommuting participation. If a reduced workweek is agreed upon, this is a separate issue from telecommuting and will be treated just as a reduced workweek arrangement would be at the normal work location.

The employee must submit a PTO leave request to cover any hours not worked due to (personal or family) illness, doctor appointments, or funeral attendance during the telecommuting period. Supervisory approval for leave and overtime requests shall be required in advance, just as in the normal work environment. Overtime must be pre-approved by the supervisor.

Office supplies will be provided by the City and should be obtained during the telecommuter's in-office work periods. Out-of-pocket expenses for supplies normally available in the office will not be reimbursed. All supplies

must be returned to the City as soon as the telecommuting arrangement is no longer valid or if the equipment will no longer be needed by the employee to do their work.

The City will not provide office furniture.

It is important that consistent communications be maintained by telecommuting employees. Telecommuters shall be available at their remote locations by telephone and/or e-mail to management and other City staff during agreed-upon work hours. The City will not provide cell phones to telecommuters unless they are otherwise provided in the normal scope of business. Telecommuters shall notify the office if they leave their telecommuting location, just as they would inform the receptionist or someone else when leaving the traditional office during the workday. Reimbursement for cellular phone calls from the remote work location requires department head approval.

7.3 OVERTIME

The City overtime pay policy conforms to overtime provisions of the Fair Labor Standards Act. Exemption from these provisions will be claimed for an employee only when it can clearly be established that the position duties and responsibilities meet the requirements for such exemption. Therefore, all City positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act "FLSA" regulations.

7.3.1 NON-EXEMPT EMPLOYEES

Non-exempt employees are entitled to additional compensation work period. All overtime must be authorized in advance by the City Manager. Overtime pay is calculated at one and one-half times the employee's regular rate of pay for all time worked beyond the established work period.

When computing overtime, holidays, and paid time off (PTO), or any leave of absence, will not be considered as hours worked. Paid Time Off (PTO) hours are not considered hours worked for the purpose of determining eligibility for Family Medical Leave (FML).

7.4 ATTENDANCE

Punctual and consistent attendance is a condition of employment and an essential function of each job. Each Department Head is responsible for maintaining an accurate attendance record of his/her employees. Employees unable to work or unable to report to work should notify their supervisor as soon as possible, ordinarily before the workday begins or within thirty (30) minutes of the employee's usual starting time.

If an absence continues beyond one day, the employee is responsible for reporting in each day or as requested by the supervisor. If the supervisor is unavailable, the employee may leave a message with the appropriate department head stating the reason for being unable to report for work and providing a number where she/he can be reached. Any employee who is absent without authorization or notification for three consecutive days is considered to have abandoned their job.

An employee having excessive absences or otherwise violating the City's attendance policy will be subject to disciplinary action up to and including discharge. Total attendance may also be considered relative to disciplinary action.

7.4.1 INCLEMENT WEATHER

During times of inclement weather or natural disaster, it is essential that the City continue to provide vital public services. Therefore, it is expected that employees make every reasonable effort to report to work without endangering their personal safety.

An employee who is unable to get to work or leaves early because of unusual weather conditions may charge the time missed to: PTO, floating holiday, or leave without pay. The employee shall advise the supervisor by phone as in any other case of late arrival or absence.

7.5 CALL BACK

All employees are subject to call back in emergencies or as needed by the City to provide necessary services to the public. A refusal to respond to a call back is grounds for immediate disciplinary action, up to and including possible termination.

Employees called back to duty will be paid their appropriate rate of pay for hours worked or at the overtime rate for hours worked over the applicable overtime threshold. Employee must inform their Department Head and get approval from City Manager.

7.5.1 ON CALL POLICY

All employees which are scheduled to be on call should be available from 8:00 a.m. Monday to 8:00 a.m. the following Monday.

Pay for on call is a weekly flat rate of \$100.00 plus hours worked at a rate of time and a half for all hours over 40 hours worked. (Worked hours do NOT include Holidays and/or PTO)

If an employee on call has been called in for an emergency (outside of regular business hours) employee must inform their Department Head and get approval from City Manager.

When on call, the employee may take home a City vehicle for the week as long as it stays within a 30 mile radius of the City limits.

SECTION 8- WAGE AND SALARY ADMINISTRATION

8.1 PAYROLL RECORDS

The official payroll records are kept by the Human Resource Department. Each Department Head shall turn in on a weekly basis a signed work record for each employee within their department, noting hours worked, leave taken, and overtime worked.

8.2 TRAVEL EXPENSE REIMBURSEMENT

City employees will be reimbursed for reasonable and customary expenses actually incurred while performing official City business. The City will not reimburse for expenses that have already been paid by another program or organization, or if reimbursement is available through another program or organization.

8.2.1 REIMBURSABLE EXPENSES

Expenses such as meals for Hoschton employees traveling on business is based on the GSA standard per diem rates and employee will be given a check prior to departure. If meals are included in your training session no per diem will be given. Lodging, mileage, and parking may be reimbursed with proper approval and/or receipts. Employees and elected officials are responsible for the submittal of their own reimbursement requests. Requests which are

not submitted in a timely manner, normally 30 days from the date in which the expense was incurred, may not be approved. Requests for reimbursement are to be submitted on an expense report form signed by the employee and the City Manager, with applicable receipts and/or per diem requests attached.

No out of state travel will be reimbursed unless approved by City Manager. All out of state travel reimbursements will be in accordance with GSA standard per diem rates. (www.gsa.gov)

Employees on City business who travel more than sixty (60) miles from their residence and primary workstation on a work assignment, AND away for more than twelve (12) hours for travel may be allowed to use the total day's per diem, even when there is no overnight lodging.

All out-of-city travel shall be approved beforehand by The City Manager.

Training or conference starting and ending times are to be considered. Return travel time (early dismissal) is often planned for at conferences to permit easier and safer travel; this may eliminate the need for lodging the evening after business, a conference or training. However, certain work activities ending in the evening may not make return travel prudent on that evening.

8.2.2 NON-REIMBURSABLE EXPENSES

Alcoholic beverages, traffic and parking ticket due to violations and similar expenses are non-reimbursable. Travel expenses for family members are non-reimbursable.

8.3 COMPENSATION UPON SEPARATION OF EMPLOYMENT

Upon separation of employment with the City, the employee will receive the following compensation on the next regularly scheduled payday:

1. Regular wages for all hours worked up to the time of separation, which have not already been paid.
2. A lump sum payment of any accrued but unused PTO, up to 160 hours unless employee does not provide a two-week written notice prior to leaving. In that situation, employee forfeits 80 hours of PTO and any remaining balance over the 80 hours will be paid.

SECTION 9 - TRAINING AND DEVELOPMENT

9.1 PERFORMANCE APPRAISALS

To achieve the City's goal to train, promote and retain the best qualified employee for every job, the City provides a formal employee performance appraisal process. Performance reviews are done annually at a minimum. New hires will receive a performance review in their first 90 days as well as an annual review. The appraisal is part of an

employee's official personnel file and may be a factor in determining employee development, training needs, validating selection procedures, determining wage increases, promotions, and transfers. The appraisal process may also be used in coordination with planning for layoffs, or termination proceedings. Department Heads can make recommendations to the City Manager of his/her designee of any request to change for employee.

9.2 STAFF TRAINING

The City recognizes the mutual benefits derived from personal growth and increased work competence and thereby encourages staff to pursue applicable training opportunities.

At the discretion of the Department Head, and/or the City Manager or his/her designee, the City may provide partial or full payment for costs associated with the employee's attendance at training workshops and seminars that are directly related to City employment, including the requirement to obtain or maintain specific licenses or certifications and to develop staff resources. All requests are contingent upon availability of funds. Whether training time is paid or unpaid depends on the nature of the training and will be determined in accordance with state law.

SECTION 10 - EMPLOYEE BENEFITS

10.1 GROUP BENEFIT PLAN

10.1.1: POLICY STATEMENT

It is the policy of the City of Hoschton to provide its employees with various insurance and retirement benefits. The benefits plan is designed to provide a supplemental package of programs which contribute to the physical and mental health and well-being of the employee and their dependents. The plan is designed to enhance the attractiveness of working for the City and to aid the City's competitiveness in recruitment and retention efforts. Health and Retirement Benefit Coverage is based on fiscal year budget.

10.1.2: GENERAL PROVISIONS

(a) Administration

The primary responsibility for the day-to-day administration of the benefits plan shall rest with the Human Resource Department within the limits of these policies and procedures, as well as the actual plan documents that

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10.1.2: GENERAL PROVISIONS

(a) Administration

The primary responsibility for the day-to-day administration of the benefits plan shall rest with the City Clerk within the limits of these policies and procedures, as well as the actual plan documents that govern the particular benefit. Availability of benefit packages, questions on benefits, and employee discussion regarding benefits can be obtained from the City Clerk.



(b) Eligibility

Eligibility for health insurance and retirement benefits include regular full-time, police and fire shift employees. Eligibility will start for all new employees after their 90 day (3 Month) probation period is complete.

1. Employee contributions deducted via payroll will begin concurrent with employee eligibility.
2. Benefit eligibility will expire at the end of the last day of the month that the employee worked for the City.
3. All employees, elected officials and police and fire volunteers shall be covered by worker's compensation.

(c) Benefits Continuation

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City of Hoschton's health plan for a certain period of time provided by law when a qualifying event would normally result in the loss of eligibility.

Under COBRA, the employee or qualified beneficiary pays the full cost of coverage at the City of Hoschton's group rates, plus an administrative fee established by the City.

Certain deadlines and application requirements will apply. Please consult the human resources department if you wish to apply for COBRA benefits.

10.2 BENEFITS OFFERED.

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govern the particular benefit. Availability of benefit packages, questions on benefits, and employee discussion regarding benefits can be obtained from the Human Resource Department.

(b) Eligibility

Eligibility for health insurance and retirement benefits include regular full-time employees, Public Safety employees, and Mayor and Council. Eligibility will start for all new employees after their 90 day (3 Month) probation period is complete, with the exception of Public Safety employees and Mayor and Council who may choose to receive benefits from the start of employment.

1. Employee contributions deducted via payroll will begin concurrent with employee eligibility.
2. Benefit eligibility will expire at the end of the last day of the month that the employee worked for the City.
3. All employees, elected officials and police and fire volunteers shall be covered by worker's compensation.

(c) Benefits Continuation

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Under COBRA, the employee or qualified beneficiary pays the full cost of coverage at the City of Hoschton's group rates, plus an administrative fee established by the City.

Certain deadlines and application requirements will apply. Please consult the human resources department if you wish to apply for COBRA benefits.

10.2 BENEFITS OFFERED.

The City of Hoschton intends to provide a comprehensive benefit package to aid the recruitment and retention of staff. We will annually publish a document that details our benefit plans. The actual plan documents, rather than any summary statements in this Chapter, should be relied upon in determining an employee's rights and obligations.

Additionally, the City maintains liability insurance coverage, which includes Law Enforcement Liability coverage. This liability coverage protects the City and City employees from claims that may arise out of the course of operations for the City.

10.2.1 WORKER'S COMPENSATION

Section 1: Policy Statement

It is the intent of the City of Hoschton to comply with the provisions of the Worker's Compensation Laws of the State of Georgia. All City of Hoschton employees and elected officials who are injured on the job are protected by the Georgia Worker's Compensation Act. The provisions of this act are the exclusive remedy for employees injured on the job and provide benefits and procedures for obtaining benefits for occupational injuries and diseases arising out of and in the course of an employee's employment with the City of Hoschton.

10.2.1.1 GENERAL PROVISIONS

(a) Definition

"Injury" shall be defined as provided for in O.C.G.A. § 34-9-1.

(b) Responsibility

Worker's compensation can be a very complex environment if proper procedures are not followed. Specific responsibilities lie with the City Clerk, all supervisors, and the employee.

1. Human Resources

The Human Resource Department is responsible for the management of the City's worker's compensation program in accordance with the provisions of the Georgia Worker's Compensation Act and other Federal, state, or local regulations. The Human Resource Department is responsible for timely submission of the First Report of Injury form to the State and for all other Worker's Compensation records, files and reports. The Human Resource Department will, in accordance with the law and applicable City policies and procedures, determine the continuing employment status of employees who are out of work on Worker's Compensation. An employee out of work on Worker's Compensation who does not return to work when released to do so by a qualified physician may be terminated.

2. Supervisors

City of Hoschton supervisors are responsible for assuring their employees report all on-the-job injuries to them immediately or as soon as possible following the occurrence of the injury. Supervisors will ensure that a written report of the injury is completed and turned into the Department Head who will then forward it to the Human Resource Department within the twenty-four hour time period.

3. Employees

All City of Hoschton employees are required to report all on-the-job injuries to their supervisor immediately, when possible, but in all cases no later than twenty-four (24) hours after the occurrence of the injury. The employee is obligated to cooperate with the worker's compensation program directives and activities and any fraudulent activity will be grounds for termination.

10.2.2 PROCEDURES

(a) An employee injured on the job must report the injury to their supervisor immediately, on the forms prepared and provided by the Human Resource Department.

(b) The employee's supervisor must follow the appropriate procedures prescribed for reporting the injury which includes completion of the First Report of Injury form and the Supervisor and Employee Statement forms.

(c) Treatment of the injury shall be provided at one of the designated medical facilities that are posted at each work site and the employee must select a doctor from the approved panel of physicians provided by the City. In an emergency, the employee may receive medical care from any doctor until the emergency is over, then the employee must obtain treatment from a doctor on the City's approved panel of physicians. The City reserves the right to refuse payment of medical services for any employee examined by a physician not listed on its approved panel of physicians.

(d) An employee injured by an accident arising out of or in the course of employment shall not be charged for any absence from duty due to the injury on the day of the injury.

(e) There is a seven-calendar day waiting period before worker's compensation benefits are due. The seven-day waiting period includes those days the employee would not have worked even if there has been no injury. The City of Hoschton will compensate employees during this seven-day waiting period. The employee will not have to use their accrued PTO leave in the event of a worker's compensation injury during those first seven days. The

employee is eligible to receive medical benefits during the seven-day waiting period. Beginning with the first day after an on-the-job injury and continuing through the seventh day following the injury, the injured employee may elect to be compensated by using their available PTO. However, if the disability lasts for 21 consecutive days, compensation is retro-active for the first seven days. The first seven days of disability are not reimbursable unless the employee is disabled more than the 21 consecutive days. If the employee is reimbursed from the state for the initial seven day period, he/she will be responsible for returning that money to the City.

(f) Beginning with the eighth day following the injury, the employee will be compensated with the statutory worker's compensation rate of 66 2/3 of weekly salary up to the maximum prevailing rate required by the Worker's Compensation Law. The employee may continue their available balance of sick or vacation time to supplement the worker's compensation benefit.

(g) During the first six months of a job-related injury, the employee's position will be secure and the affected department may use temporary employment if the budget allows.

(h) If the employee is unable to return to their regular position, the City may require the employee to perform a light duty assignment that is approved by the assigned physician until a time the employee can return to work on an unrestricted basis. The City has no obligation to create a light duty assignment if work is not available.

(i) Worker's compensation leave must run concurrent with Family Medical Leave.

10.3 SOCIAL SECURITY

The City makes contributions on behalf of all eligible employees to the Social Security System in addition to those contributions made by the employee through FICA payroll deductions.

10.4 DEFERRED COMPENSATION PLAN

The City of Hoschton offers a Deferred Compensation Plan for eligible employees. The City matches up to 3% of the employee's contributions into plan after they have met their 90 day probationary period requirement. Employer contributions to plan are considered vested at 100% after the employee has been with the City for 24 months. The City does not and cannot represent or guarantee that any federal or state income, payroll or other tax consequence will occur by reason of an employee's participation in this plan. A participant should consult with their own attorney or other representative regarding all tax or other consequences of participation in this plan.

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SECTION 11 – TIME OFF

11.1 PAID TIME OFF (PTO)

The City recognizes the importance of offering time off for rest, relaxation, scheduled doctor appointments for employee and immediate family, and sick time for the employee or to care for an immediate family member.

Therefore, PTO is provided each year based on years of service from the last date of hire. Regular full-time employees are eligible for paid time off accrual as outlined below:

Personal leave is paid leave that is available only to regular full-time employees. Full-time employees laid off due to position discontinuation, lack of funding, or due to legitimate circumstances may still receive accumulated paid leave. The City Manager shall decide when legitimate circumstances exist. Personal leave is not payable to terminated full-time personnel.

All regular full-time City employees begin accumulating personal leave days after their 3 Month (90 Day) Probation period has ended. All PTO computed annually based on the Employees date of employment. Up to 160 hours of personal leave for a calendar year may be accumulated and carried forward to the next 12-month period.

Employees with accumulated personal leave may cash in up to 80 hours once every six months unless authorized by City Manager. Employees must keep 40 hours of accrued PTO in the bank to be eligible to cash-in PTO. A pay only check must be a minimum of 20 hours up to a maximum of 80 hours per check. Accumulated hours may be cashed in at one time or in increments four times a year with at least a two-week notice to the payroll department. Quarterly periods for payment are March, June, September and December, with the checks being paid on the first pay period of these months.

Eligible employees (except for probationary employees in their "original probation period") can take leave immediately once hours have been accrued and approved by Department management; probationary employees in their "original probation period" may take accrued annual leave after they have completed six months of employment (generally following the probationary period);

After their probationary period is completed but for their first twelve months of hire, Department Heads must get special approval from the City Manager or his/her designee prior to scheduling their time off. PTO leave shall accrue according to the following schedule:

11.2 ACCRUAL SCHEDULE

Full time employees will accumulate personal leave in accordance with this schedule:

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SECTION 11 – TIME OFF

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All regular full-time City employees begin accumulating personal leave days after their 3 Month (90 Day) Probation period has ended. All PTO computed annually based on the Employees date of employment. Up to 160 hours of personal leave for a calendar year may be accumulated and carried forward to the next 12-month period. Accumulated hours may be cashed in at one time or in increments four times a year with at least a two-week notice to the payroll department. A pay only check must be a minimum of 20 hours up to a maximum of 80 hours per check. Quarterly periods for payment are March, June, September, and December, with the checks being paid on the first pay period of these months.

Eligible employees (except for probationary employees in their "original probation period") can take leave immediately once hours have been accrued and approved by Department management; probationary employees in their "original probation period" may take accrued annual leave after they have completed six months of employment (generally following the probationary period);

After their probationary period is completed but for their first twelve months of hire, Department Heads must get special approval from the City Manager or his/her designee prior to scheduling their time off. PTO leave shall accrue according to the following schedule:

11.2 ACCRUAL SCHEDULE

Full time employees will accumulate personal leave in accordance with this schedule:

<u>Years of Service:</u>	Personal Leave Days
3 months – 1 year	40 Hours
1 – 4	160 Hours
5 – 9	200 Hours
Over 10	240 Hours

Maximum accrual is 160 hours; this maximum may be exceeded during a calendar year, but PTO leave balances in excess of 160 hours as of December 31 of each year will be forfeited without pay. In the event of extraordinary circumstances - these limits may be exceeded with approval by the City Manager or his/her designee.

11.2.1 SCHEDULING OF PTO TIME

Leave request must be completed and submitted in advance, preferably at least 2 weeks prior to the desired PTO date(s). Each Employee is responsible for scheduling its PTO without undue disruption to City operations.

Employees may be denied permission to take PTO if it unduly disrupts operations. Employees in their first year of employment must get approval from the City Manager in addition to their department head. All Summer PTO requests should be submitted no later than May 15th. Seniority will be followed as nearly as possible in granting requests for PTO leave. No PTO leave will be granted in excess of amount accrued. Utilization of PTO time is allowed in hourly, daily, or weekly increments. Employees are not allowed to take off more than one week (5 working days) at a time unless approved by the City Manager or his/her designee.

11.2.2 PTO PAY-OFF UPON SEPARATION OF EMPLOYMENT

An employee may elect a cash payment of accrued PTO leave up to a maximum of 160 hours upon separation of employment. A lump sum payment of any accrued but unused PTO, up to 160 hours unless employee does not provide a two-week written notice prior to leaving. In that situation, employee forfeits 80 hours of PTO and any remaining balance over the 80 hours will be paid. *See Section 8.3

11.3 JURY AND WITNESS LEAVE

Jury Duty. The City provides all employees leave for jury duty service. Regular full- time employees who have completed their orientation period receive paid jury duty leave of up to two weeks each time they are called for jury service. In general, if jury duty extends beyond two weeks in any one instance the additional leave will be unpaid. If an employee is summoned during a critical work period, the City may ask the employee to request a
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waiver from duty. Exempt salaried employees who are asked to serve longer than two weeks should contact the City Manager or his/her designee to discuss whether future paid leave will be provided. The employee must provide his/her supervisor with a copy of the jury duty summons as soon as possible after receiving it. Upon completion of jury duty, the employee is required to provide their supervisor with proof of jury service.

Witness Duty. All employees summoned to testify in court are allowed time off for the period they serve as a witness. In general, witness duty leave is unpaid unless the employee is a witness in a case involving the City. For exempt salaried employees, however, salary payment will continue except for full-day absences.

11.4 ADMINISTRATIVE LEAVE

On a case-by-case basis, the City may place an employee on administrative leave with or without pay for an indefinite period, as determined by the City Manager or his/her designee to be used in the best interests of the City pending an investigation or other administrative proceedings.

11.5 TIME OFF TO VOTE

Employees are permitted time off to vote in any municipal, county, state, or federal political party primary or election for which such employee is qualified and registered to vote on the day on which such primary or election is held. The time taken off to vote must not exceed two hours is permitted only if your supervisor is informed at least one (1) working day in advance that an individual plans to take time off to vote. The City may specify the hours during which the employee may be absent from work to vote. If the polls open at least two (2) hours before the employee is scheduled to arrive at work or the polls close two (2) hours after the employee is scheduled to leave work, then time off to vote is not allowed.

11.6 INJURY LEAVE

An employee who suffers a job-related injury shall be granted on-the-job injury leave. The length of this leave shall be determined in the following manner: All employees shall be granted Workers Compensation leave for a period of seven (7) calendar days during which time the employee shall continue regular City benefits.

An employee who is unable to return to work after these seven (7) calendars day period may be granted injury leave. Leave time will not accrue during this time period.

If an employee is unable to return to work after injury leave and meets the eligibility requirements, the employee will be placed on Family Medical Leave and the City will continue to pay the premiums on the employee's health

insurance for a period of twelve weeks after all leave has been exhausted. The employee will be responsible for payment of any supplemental policies. During this time, he/she may use sick and annual leave to extend his/her injury leave time.

If an employee is unable to return to work after Family Medical Leave is exhausted, they shall be laid-off or request to be placed on an unpaid leave of absence for a period not to exceed six months. The employee will be responsible for payment of their health, dental, life, long term disability, and any supplemental policies they have.

Disabled employees who have been laid-off may be re-employed provided the employee presents to the City Clerk a medical statement certifying that he or she is physically and mentally capable of performing the duties of the position with full efficiency. Upon an employee's return from unpaid leave, every effort will be made to reinstate the employee at his former position, pay, grade, and benefit scale. If such a position is unavailable, the employee will be offered a comparable position or placed on the City's preferred re-employment list, and due consideration will be given to that employee in the event of a subsequent opening.

Upon reinstatement, the employee's salary will be computed on the basis of the last salary earned plus any anniversary or other salary increases to which the employee would have been entitled.

11.7 WORKERS COMPENSATION

All City employees are covered under Georgia's Workers Compensation Act. If an employee suffers a job-related injury, that injury must be reported to his Supervisor and the City Clerk immediately. An employee absent because of sickness, injury, or disability covered under the Workers Compensation Law shall receive from the City full payment of salary equal to (7) seven calendar days. On the eighth day, the employee shall be eligible for workers compensation benefits as stipulated under Georgia's Workers Compensation law and will be placed on injury leave and will be allowed to supplement the Workers Compensation check by using PTO. The Workers Compensation check is 2/3 of employee's regular salary. PTO may be used to make up the difference between the workers compensation check and employee's regular salary. After all PTO has been exhausted, the employee will only receive the Workers Compensation check while out on injury leave. Upon an employee's return from unpaid leave, every effort will be made to reinstate the employee at his former position, pay, grade, and benefit scale. If such a position is unavailable, the employee will be offered a comparable position or placed on the City's preferred re-employment list, and due consideration will be given to that employee in the event of a subsequent opening.

11.8 RETURN TO WORK PROGRAM

11.8.1 PURPOSE

The City of Hoschton encourages employees to return to work following a work-related injury or illness. If an employee is able to work but is unable to return to his or her regularly assigned duties, this program is designed to temporarily transition an employee to work in a modified or alternative work assignment.

11.8.2 POLICY

The City of Hoschton provides a return-to-work program for work-related injuries or illnesses as the means to return or transition employees to meaningful, productive employment following the injury or illness.

11.8.3 DEFINITION

For the purposes of this program, an employee who is temporarily totally disabled as a result of an occupational injury or illness is a person whose medical condition permits him or her to perform some occupational function.

11.8.4 PROCEDURE

The return-to-work program provides for any City of Hoschton employee covered by workers' compensation insurance who sustains a compensable injury or illness during the course of employment, to return to work at partial or full duty. The Human Resource Department will work with the employee & their supervisor to determine an employee's eligibility for the program.

If the employee is not physically capable of returning to full duty, the return-to work program provides opportunities for offering the employee a temporary assignment in which the employee's regular position is modified to accommodate the employee's physical capacities, or to perform a transitional assignment with alternate duties. Assignment of any employee to a transitional position or modified regular position in accordance with the return-to-work-program, including determination of the pay rate for the transitional position, requires review and approval from the Human Resource Department.

As soon as the employee is released to return to work activities, the employee will be asked to meet with the supervisor to determine if the employee can return to his or her regular duties. If the employee cannot immediately return to his or her regular duties, the employee may be given a special or transitional assignment as follows:

- a. Assignment to the employee's regular position with temporary modified duties designed for an employee who is temporarily unable to function at full capacity in the regular position due to work-related illness or injury, but who is expected to return to regular duties within six months. Such duty modification requires the certification

of the employee's treating physician. Once the physician certifies that an employee can return to work, the supervisor must return the employee to work and adhere to the employee's medical restrictions.

b. Return to work to a transitional position with different duties designed for employees who are temporarily unable to function at full capacity in the regular position due to work-related illness or injury, but who are expected to return to regular duties within six months. The employee must possess the knowledge, skills, and abilities required to function in the transitional position.

c. Such temporary reassignment is to be used only when temporarily placing the employee in the transitional position would provide mutual benefits to the City of Hoschton and the employee, and when no current employee would be displaced by such reassignment. Such temporary reassignment requires the certification of the employee's treating physician. Once the physician certifies that an employee can return to work, the supervisor must return the employee to work and adhere to the employee's medical restrictions.

An employee who returns to work in a special assignment may be assigned to another work site within the City of Hoschton, depending upon the availability of vacant positions or the limitations or abilities of the employee.

An employee will not be placed into a transitional or regular position if such an assignment would place the employee or others in danger.

An employee will not be placed into a position if such an assignment would displace another current employee.

An employee in a special, transitional assignment is responsible for providing periodic reports from his/her health care provider during the period of the temporary assignment.

If the employee is unable to return to full duty by the end of the assignment period and/or by the end of the employee's approved leave period, then the employee's continued employment with the City of Hoschton shall be considered based upon the business necessity of filling the employee's position.

11.8.5 EMPLOYEE RESPONSIBILITIES

Employees should understand the program, expectations and how their role impacts results. An employee can positively impact outcomes by reporting injuries immediately, cooperating with claims and health care provider staff, staying in touch with appropriate parties and being available for modified or transitional job assignments during their recovery.

- Follow procedures for reporting all injuries and illnesses immediately.

- Communicate/cooperate with Managers/supervisor's regarding ability to return to work.
- Cooperate with the health care provider regarding ability to return to work.
- Work within the physical capabilities outlined in the transitional duty plan by the health care provider.
- Abide by the work/safety rules.

11.8.6 HUMAN RESOURCE RESPONSIBILITIES

- The Human Resource Department shall be responsible for oversight and implementation of the RTW program, and will provide, with management's support, high-level direction and promotion of the RTW program consistent with our goals and commitment to our workforce.
- Understand and promote the RTW program.
- Monitor progress of returning injured/ill employees to work and problems that may occur.
- Record and report progress to Supervisors and City Manager.
- If the employee is released to work with restrictions that prohibit a return to regular job duties, determine whether job modifications or alternative work can be provided within the physician's restrictions.
- Notify the employee if modified work is available and send a copy of the job offer to the employee as well as the claims adjuster.
- Review accommodations with the employee and supervisor prior to his or her return to work, to ensure everyone understands the restrictions.
- Monitor the job to determine compliance with the restrictions and the feasibility of continuing the position once the pre-determined time frame has been reached.
- Maintain employee contact on a regular basis to determine whether or not employee can or cannot return to regular work or modified/alternative work.

11.8.7 DEPARTMENT HEAD/SUPERVISOR RESPONSIBILITIES

- Department Heads and supervisors provide critical support, in that how they respond to the work injury can directly influence the duration of disability.
- Understand and support the City of HOSCHTON's written policies/procedures by providing written protocol and conducting training.
- Complete an accident investigation as soon as possible after the injury and forward report to City Clerk to ensure that accurate information is reported to claims.
- Be sure that employee does not exceed restrictions or limitations and communicate to the City Clerk if there are any issues.
- Communicate, not less than weekly, with the City Manager, and immediately report any problems or concerns regarding the transitional work assignment.

11.9 MILITARY LEAVE

The City provides all employees leave while performing military service in accordance with federal and state law. Regular full-time and part-time employees receive paid military leave of up to 15 working days per year for military service. In general, if military service extends beyond 15 working days, the additional leave will be unpaid. Exempt salaried employees who serve longer than two weeks should contact the City Manager or his/her designee to discuss whether further paid leave will be provided. All employees who are not eligible for paid military leave are provided unpaid leave for a period of their military service. Military service includes active military duty and Reserve or National Guard training. An employee is required to provide their supervisor with copies of their military orders as soon as possible after they are received. Reinstatement upon return from military service will be determined in accordance with applicable federal and state law.

11.10 RELIGIOUS HOLIDAYS

If an employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with his/her Department Head's approval, take the day off using PTO leave.

11.11 LEAVE WITHOUT PAY

11.11.1 APPROVAL OF LEAVE

The City Manager or his/her designee may grant leaves without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons, such as prolonged illness, parenting, caring for an immediate family member, or pursuing an education. Only regular full-time employees who have satisfactorily completed their probationary period are eligible for leave without pay.

11.11.2 ACCRUED TIME

Accrued compensatory time, if any, and PTO leave must be exhausted prior to taking any leave without pay. Time spent utilizing accrued paid leave or compensatory time is included in the three-month maximum leave.

11.12 FAMILY MEDICAL LEAVE

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 paid or unpaid leave in any twelve-month period for one or more of the following:

- the birth, adoption, or placement of a child;

- the serious medical condition of a parent, spouse, or child; or
- the employee's own serious medical condition that prevents him/her from performing the functions of his/her 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.

11.12.1 ELIGIBILITY

To be eligible for leave, an employee must have been working for the City of Hoschton 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.

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 City Manager and Human Resource Department 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. the appropriate medical facts within the health care provider's knowledge; and
- d. the estimated amount of time the employee needs to care for the qualifying family member or a statement of the extent to which the employee is unable to perform the essential functions of the employee's position.

11.12.2 LEAVE DUE TO ILLNESS

If the leave without pay is due to an illness, the City may require a doctor's certificate stating that the employee can return to work and performing the work, duties and responsibilities of the employee's position, with or without reasonable accommodation.

11.12.3 MATERNITY LEAVE

Leave without pay may be taken for disability related to pregnancy, childbirth, or related medical condition, where accrued PTO does not cover the entire time needed in accordance with FMLA. Such leave shall be for the actual period of disability as certified by a doctor, even if it exceeds three months. Employees taking leave without pay for childbirth- related disability are guaranteed a return to their job or a similar job with at least the same pay.

Parental Leave: In appropriate circumstances either parent may take leave without pay for parental leave related to birth or adoption of a child. Parental leave must be taken within one year from the time of childbirth or adoption.

11.13 BEREAVEMENT LEAVE

Regular full-time employees receive up to three days of bereavement leave per year for a death in the immediate family (see definition in Section 2.3). Longer periods, charged against the employee's PTO, may be approved by the Manager or his/her designee.

11.14 HOLIDAYS

The following 11 days are recognized as paid holidays for regular full-time employees.

Holidays Observed:

- o New Year's Day - January 1
- o Memorial Day - Last Monday in May
- o Independence Day - July 4
- o Labor Day - First Monday in September
- o Veterans Day (If it's a weekday)
- o Thanksgiving Day - Fourth Thursday in November
- o Day After Thanksgiving
- o Christmas Break (To be set each year by City Manager)
- o Floating Holiday: (MLK or Employees Birthday)

Employer-paid holidays which fall on a Saturday will be observed on the preceding Friday; paid holidays falling on a Sunday will be observed on the following Monday.

11.14.1 WORK ON HOLIDAYS

No work will normally be required of an employee on a holiday. However, in the event that a regular, full-time non-exempt employee is required to work a holiday, he/she will be paid for the holiday plus time worked at his/her regular rate of pay. Overtime rate of pay may be eligible if employee has reached the threshold of 40 hours

work to make them eligible. Employee must inform their Department Head and get approval from City Manager. Regular part-time employees will be paid at their regular straight-time rate for hours worked on a holiday.

SECTION 12 - EMPLOYEE RESPONSIBILITIES AND CONDUCT

12.1 OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST

No employee may engage in any paid employment in addition to his employment with the City of Hoschton unless it is recommended by the Department Head and approved by the City Manager. The standards used for approval or disapproval of outside employment shall be based on whether the outside employment will or can cause a conflict of interest and whether it will cause interference with the efficient performance of an employee's duties with the City.

- A. Outside employment (including volunteer work) shall not present a conflict of interest when:
 - 1. There is no conflict in working hours.
 - 2. The employee's efficiency and productivity is not reduced in his/her primary job.
 - 3. There is no conflict of interest that could compromise the integrity of the City, cause embarrassment to the City, or reasonably be expected to undermine customer confidence.
 - 4. Any employee accepting outside employment under the terms of these rules shall make arrangements with the outside employer to be relieved from his or her outside duties if and when called for emergency service by the City
- 5. Employment with firms, offices, business, agencies and including self-employment, that clearly presents a conflict of interest with an employee's public service position will be grounds for disciplinary action including dismissal.
- B. An employee desiring to perform outside employment shall first file a request in writing with his or her Department Head for permission to engage in outside employment. The request shall then be filed with the City Clerk. Employees who fail to properly notify immediate supervisors of outside employment shall be subject to disciplinary action, up to and including dismissal.
- C. A separate policy has been established for police personnel.

Conflicts of Interest in General: Activities which may create the perception of impropriety or conflict of interest should be avoided. Volunteer work which may come into conflict with primary employment should also be avoided. Such activities should be discussed with the employee's supervisor and department head who will then make a decision about the propriety of the activity. The City Council will give final approval in any questionable situations.

12.2 POLITICAL ACTIVITIES

City employees may participate in political or partisan activities of their choosing provided that City resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions. Employees may not campaign on City time or in a City uniform or while representing the City in any way. Employees may not allow others to use City facilities or funds for political activities.

Any City employee who meets with or may be observed by the public or otherwise represents the City to the public, while performing his/her regular duties, may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on City property or City time, for a contribution for a partisan political cause.

Except as noted in this policy, City employees are otherwise free to fully exercise their Constitutional First Amendment rights.

12.3 NO SMOKING/TOBACCO POLICY

For health and safety considerations, the City prohibits smoking or tobacco use by employees in all City facilities, including City buildings, vehicles, offices or other facilities rented or leased by the City, including individual employee offices.

12.4 CELL PHONES

General Use of Cell Phones or Similar Devices:

CELL PHONE includes a cellular telephone, push to talk, blackberry, laptop, netbook or similar device.

CELL PHONE USE includes receiving or placing calls, text messaging, surfing the internet, receiving or responding to e-mail, checking for phone messages, or any other purposes.

Excessive personal calls on any phone interfere with your job and are distracting to others. Employees shall exercise the same discretion in using personal cell phones as they use with City phones. Employees shall restrict personal calls and use personal cell phones only during scheduled breaks or lunch periods in non-working areas. Personal calls must be made during non-work time whenever possible, and employees must instruct their friends and family of this policy.

The City of Hoschton is not liable for the loss of personal cell phones brought into the workplace.

The City of Hoschton prohibits the use of cell phones or similar devices while at any work site at which the operation of such device could be a distraction or create an unsafe work environment.

Use of Cell Phones While Driving:

Cell phone use while driving can be as dangerous as driving while drunk. You are required to stop your vehicles in a safe location so that you can safely use your cell phone. The shoulder of the road is generally not a safe place.

12.4.1 THE FOLLOWING ARE PROHIBITED:

1. Using any cell phone while driving a City Vehicle.

You may not use any cell phone or similar device, whether or not it is a City owned cell phone or your own private phone, while driving a City Vehicle, even if you are not on City business.

2. Using a City owned cell phone while driving any vehicle.

You may not use any City owned cell phone while driving any vehicle, even your private vehicle while on private business.

3. Using any cell phone when on City Business in any vehicle.

You may not use any cell phone, City owned or privately owned, while driving any vehicle, even your private vehicle, when you are on City business.

Employees who violate this policy will be subject to disciplinary actions, up to and including employment termination.

Exceptions. In bona-fide emergency situations, use of cell phones shall be permitted. Police, fire and other emergency personnel may be subject to special use restrictions or exceptions and will be informed so by their supervisor.

12.5 SOCIAL MEDIA

12.5.1 PURPOSE AND INTENT

The purpose and intent of this policy is to establish guidelines for employees who engage in social media activity as defined herein. This policy is not intended to prohibit any employee's personal expression in general or through social media activity in particular; however, because such activity can adversely affect the efficiency and effectiveness of City of Hoschton's interest in preventing unnecessary disruption to or interference with its operations and relationship to the public it serves.

12.5.2 DEFINITIONS

1. For purposes of this policy, the term "social media" is defined as the online technologies through which employees and other individuals engage in "social media activity" as defined below. In most cases, the term refers to internet-based websites such as Facebook®, Twitter®, LinkedIn®, Google®, YouTube®, Tumblr® and Blogger®. Online social media technologies covered by this policy also include, but are not limited to, such applications as web logs/blogs, video logs/vlogs, message boards, podcasts, and wikis.
2. For purposes of this policy, the term, "social media activity" is defined as the act of sharing information or otherwise communicating through social media, including, but not limited to, the posting, uploading, reviewing, downloading and/or forwarding of text, audio recordings, video recordings, photographs/ images, symbols, or hyperlinks.

12.5.3 SCOPE OF POLICY

This policy applies to all employees of the City of Hoschton without regard to whether their social media activity is conducted in or outside the workplace, while on or off duty or anonymously or using pseudonyms.

This policy applies to all employees of the City of Hoschton without regard to job title, position or rank; however, with the approval of City Council, the Police Department and any other department or affiliated agency of the City of Hoschton having special or unique concerns pertaining to its employees' social media activity may adopt and implement more restrictive SOP's or other internal rules narrowly designed to address such concerns.

12.5.4 PROHIBITIONS ON SOCIAL MEDIA ACTIVITY

1. All employees of the City of Hoschton should remain mindful that as public servants, they are generally held to higher standards than the general public with regard to their on-duty and off-duty conduct, professionalism, and ethics. As a result, certain social media activity that may be tolerated or even acceptable in the private sector may nevertheless constitute a violation of this policy.
2. Each employee of the City of Hoschton who engages in social media activity must take personal responsibility for ensuring that such activity is consistent with all policies of the City of Hoschton, including, but not limited to, those pertaining to making false or misleading statements, promoting or endorsing violence or illegal activity, promoting or endorsing the abuse of alcohol or drugs, disparaging individuals or groups based on race, ethnicity, national origin, gender, sexual orientation, religion, disability, or other characteristics protected by law, or otherwise engaging in conduct unbecoming an employee of the City of Hoschton, bringing discredit to the City of Hoschton, or interfering with or detrimental to the mission or function of the City of Hoschton.
3. Employees must refrain from engaging in any social media activity which disqualifies them from performing or in any way reasonably calls into question their ability to objectively perform, any essential function of their jobs. Examples of such functions include, but are not limited to, testifying, making hiring or promotion

decisions or recommendations, conducting performance evaluations, and determining eligibility for City of Hoschton programs.

4. While any employee, at his/her discretion, may engage in social media activity with any other (s) consistent with the prohibitions, limitations and restrictions, and guidelines of this policy, no employee may be required or otherwise compelled to engage in such activity with another employee.

5. No employee, whether for purposes of engaging in social media activity or otherwise, may disclose or otherwise reveal any privileged or confidential information of the City of Hoschton, any other current or former employee of the City of Hoschton, or any applicant for employment with the City of Hoschton.

12.5.5 LIMITATION AND RESTRICTIONS ON SOCIAL MEDIA ACTIVITY.

1. Employees are strongly discouraged from disclosing or otherwise revealing their status as employees of the City of Hoschton through social media and, except as otherwise authorized in advance by City Council, are strictly prohibited from directly or indirectly representing themselves to be speaking on behalf of the City of Hoschton. Similarly, in the absence of prior approval, employees' social media activity should not reveal or depict the City of Hoschton's adopted logos, seals, symbols, uniforms, patches, badges, or similar items identified with the City of Hoschton.

2. Except as otherwise authorized in advance by City Council, if an employee's status as an employee of the City of Hoschton is disclosed, revealed, or otherwise made apparent in connection with his/ her social media activity, his/her social media activity must include a prominently displayed disclaimer to the effect that the activity reflects only the employee's personal views or opinions and not those of the City of Hoschton; provided, however, that no disclaimer will shield an employee from the imposition of appropriate corrective and/or disciplinary action for social media activity which otherwise violates this policy. Employees should recognize that social media activity is generally more likely to violate this policy and other policies of the City of Hoschton if their status as City of Hoschton employees is disclosed or revealed in connection therewith.

3. Except as otherwise authorized in advance by City Council, no employee may utilize City of Hoschton, computers or equipment for purposes of engaging in social media activity.

4. Except as otherwise authorized in advance by City Council, no employee, whether for purposes of engaging in social media activity or otherwise, may post or upload any information, audio recordings, video recordings, photographs/images, etc. from City of Hoschton computers or equipment.

5. To preserve the continuity of the City of Hoschton's message, ensure accuracy and avoid unnecessary confusion in the community, except as otherwise authorized in advance by City Council, employees should

refrain from engaging in any social media activity that purports or serves to announce or explain the details of City of Hoschton programs, projects, activities, initiatives, or events.

6. Exceptions to the above-stated limitations and restrictions may be authorized by the City Council provided, however, that any request for such an exception represents a promise by the employee that, if approved, the disclosure of information, photographs, audio, video, etc. via social media activity will be fully consistent with the letter and spirit of this and all other policies of the City, and internal SOP's or rules adopted by his/her department head, as well as any laws pertaining to copyrights, trademarks, trade secrets, patents, and privacy and reputational rights.

7. The City of Hoschton reserves the right to require any employee to remove immediately any posted or uploaded text, audio recordings, video recordings, photographs/images, etc. (even if previously approved) if such posted material constitutes a violation of this policy or other City of Hoschton policies.

12.5.6 APPLICATION TO OTHER POLICIES

All personnel policies of the City of Hoschton relating to employee conduct apply equally to conduct that occurs through social media. This includes, but is not limited to, policies relating to discrimination, harassment, retaliation, workplace violence, conflicts of interest, and political activity. Any conflicts or inconsistencies between this policy and any one or more other policies shall be resolved by the City Council.

Duty to Report

All employees have an ongoing duty to report any violations of this policy by another employee. The City of Hoschton considers this duty to report a critical responsibility of employee to preserve its reputation and goodwill in the community and avoid or minimize unnecessary disruptions to or interference with its operations and service to the public.

12.5.7 NO EXPECTATION OF PRIVACY IN SOCIAL MEDIA ACTIVITY

1. City of Hoschton employees should be aware that social media activity is not secure or private, even if active steps are taken to restrict access. Once information has been posted or exchanged via social media, it is generally trackable, traceable, and accessible indefinitely. For this reason, and consistent with the City of Hoschton's current Personnel Rules & Regulations, employees should have no expectation of privacy in any social media activity conducted in the workplace and/or on-duty or in any social media activity which otherwise directly or indirectly relates to or affects the City of Hoschton, any of its departments, or its employees.

2. The City of Hoschton reserves the right to inspect or monitor any social media activity engaged in by its employees using City of Hoschton-owned computers or other electronic equipment or devices. In addition, employees may be required to provide access to any social media websites or other applications in which they

participate upon a determination by the City that there is reasonable suspicion to believe that such access will reveal evidence of a violation of this policy or any other City of Hoschton policy.

12.5.8 WORKPLACE AND/OR ON-DUTY USAGE

Because it recognizes that social media is an emerging form of communication, the City of Hoschton permits employees to engage in limited social media activity in the workplace and/ or while on duty, similar to receiving a personal text message or a telephone call of limited duration. Employees choosing to do so, however, are expected, and required to use proper judgment and discretion, recognizing that even very brief periods of social media activity can collectively amount to significant periods of time. Supervisors are authorized to restrict or prohibit workplace/on-duty social media activity, as appropriate.

Corrective and/or Disciplinary Action: Other Potential Consequences.

Employees engaging in social media activity in violation of this policy will be held accountable, and corrective and/ or disciplinary action, up to and including termination of employment, may be taken in accordance with the City of Hoschton's disciplinary policies and procedures.

If an employee is sued in part due to his/her social media activity under circumstances where the City of Hoschton would ordinarily provide a defense and/or indemnify the employee, the City of Hoschton reserves the right to withhold or withdraw such defense or indemnification in the event any such activity is found to violate this policy or any other policy for the City of Hoschton.

Interpretation and Application.

Nothing in this policy is intended to or will be applied in a manner that violates any employee's constitutional rights, including rights to freedom of speech, expression, and association, or federal or state rights to engage in any statutorily protected activity. Any employee unsure about the application of this policy to any particular social media activity should seek guidance from their supervisor before engaging in such activity.

This policy is intended for internal use of the City of Hoschton only and should not be construed as establishing a higher duty or standard of care for purposes of any third-party Civil claims against the City of Hoschton and/or its employees.

12.6 INTERNET USE

City of Hoschton's Internet capabilities are City property and may be used for City business purposes only. Use of the Internet is intended to facilitate the timely and efficient conduct of City business. City employees must comply with this policy and all applicable Federal, State and local laws when they use the Internet, whether via the

cooperative local area network, as a representative or agent of the City of Hoschton, or through any use of City Internet capabilities.

12.6.1 INTERNET USE LIMITED TO CITY BUSINESS

The City's Internet capabilities may be used for City business purposes only. The term "internet" means the electronic information system of that name which interconnects smaller groups of linked computer networks. The term "City's Internet capabilities" means any and all access to the Internet obtained through City sponsorship, ownership, or financial contribution, or by any employee or officer as a representative or agent of the City of Hoschton, and/or during work hours. The term "City business purposes" means the official work of City government undertaken for the public benefit, as opposed to activities undertaken for personal, non-City or private purposes. Unacceptable sites or uses include, but are not limited to, the following:

- Pornographic sites and access to pornographic materials
- Use of the City Internet to harass employees, vendors, customers and others
- Sports or games
- Use of the City Internet for partisan political purposes
- Unauthorized transfer of copyrighted materials utilizing City Internet capabilities
- Any site that charges a fee (unless there has been prior written approval of justified City expense item by supervisor)
- Vendor sites to purchase personal items
- Marketing of personal or private business.

12.6.2 AUTHORIZED USERS

No City employee or officer shall be authorized to use the City's Internet capabilities until he or she has signed a document indicating that the employee or officer has read and agrees to be bound by the terms of this policy.

12.6.3 NO PRIVACY RIGHTS

Electronic communications are not private or confidential. All Internet communications utilizing the City's Internet capabilities are the property of the City of Hoschton. There are no rights to individual privacy in any communications or information obtained through the City's Internet capabilities.

12.6.4 PROFESSIONAL AND COURTEOUS COMMUNICATIONS

The standards of conduct for City of Hoschton employees apply to use of the City's Internet capabilities. All communications across the Internet shall be professional and courteous.

12.6.5 SUPERVISION

It is the responsibility of the department head to enforce these policies,

and to monitor and audit use of the City's Internet capabilities within each agency or department.

12.7 DISCIPLINE

12.7.1 TYPES OF DISCIPLINARY ACTION

The following provisions shall govern disciplinary actions affecting employees in the classified service of the City of Hoschton. Generally speaking, the more severe disciplinary action will not be taken until one or more of the less severe alternatives have been used. The City Manager, subject to the approval of the City Council and the appeal rights of the employee, shall have the following alternatives for disciplinary action.

REPRIMAND:

When an oral warning has not resulted in the expected improvement, or when more severe initial action is warranted, the Department Head shall submit a written reprimand to the employee. Copies shall be forwarded to the City Clerk and filed in the employee's personnel file.

SUSPENSION:

The City Manager may, for cause, suspend without pay a full-time employee in his department for up to ten (10) days. A written statement specifically setting forth reasons for suspension shall be furnished to the employee. Copies shall be forwarded to the City Clerk and filed in the employee's personnel file. With the prior approval of the City Council, the length of the suspension may be extended.

DEMOTION OR REDUCTION IN SALARY:

With the prior approval of the City Council, the City Manager may, for cause, reduce the salary of an employee within the range provided in the pay plan or demote the employee to a lower class. A written statement of the reasons for such action shall be furnished to the employee. Copies shall be forwarded to the City Clerk and filed in the employee's personnel file.

DISMISSAL:

As outlined in Chapter 8, Section 9, an employee may be terminated for cause and with prior approval of the city Manager. Full-time employees shall be dismissed only after a thorough investigation of the facts. The employee shall be presented with a written notice, which shall include the effective date of discharge, reasons for such action, and appeal rights available to the employee. Copies shall be forwarded to the City Clerk and filed in the employee's personnel file.

12.7.2 CODE OF CONDUCT

- A. All employees of the City of Hoschton are members of a team, working together for the main objective of serving the community. Any employee who fails to follow the necessary rules and regulations governing his conduct is not only penalizing himself but is doing a disservice to all of the other employees. In this light, the City has developed the Code of Conduct Rules. The Code of Conduct Rules are not intended to restrict or impose upon the privileges of anyone but are designed to insure the rights and safety of all City employees and to provide working guidelines to assure equitable and business like deportment to efficiently serve our community.
- B. Any penalty imposed as a result of infractions of the Code of Conduct Rules may be modified when extenuating circumstances are found. The City retains the right to treat each occurrence on an individual basis and without creating a precedent for other cases, which may arise in the future. Examples given in any rule do not limit the generality of the rule. The rules and regulations are not to be construed as a limitation upon the retained rights of the City, but merely a guide.

12.7.3 INFRACTIONS AND CORRECTIVE ACTIONS

The rules and regulations for the Code of Conduct are divided into three (3) groups to reflect the severity of the offenses. In each group, consideration will be given to the severity of the offense, the cost involved, the time interval between violations, the length and quality of service records, and the ability of the employee concerned. In each case where the penalty is modified from the recommended penalties, the reasons for such modifications will be noted.

GROUP I OFFENSES - PARTIAL LIST - NOT ALL INCLUSIVE

FIRST OFFENSE - Verbal reprimand and written instructions

SECOND OFFENSE – Written reprimand & one day suspension

THIRD OFFENSE – Written reprimand & three to five-days suspension

FOURTH OFFENSE – Suspension pending discharge investigation

1. Failing to work assigned hours, including overtime;

2. Quitting work, wasting time, loitering, or leaving assigned work area during work hours without permission;
3. Being absent without permission or leave (AWOL);
4. Taking more than specified time for meals or rest periods;
5. Failing to meet required standards of productivity of workmanship to include inefficiency or incompetence in the performance of duties. This may be evidenced by an employee not responding favorably to progressive disciplinary action;
6. Disregarding job duties by loafing or neglecting work during working hours;
7. Chronic Tardiness or absenteeism;
8. Leaving your post at the end of the scheduled shift without being relieved by the Supervisor or the incoming employee;
9. Violating a safety rule or safety practice;
10. Failing to report a vehicle or equipment accident in which the employee was involved in while on the job to supervisor.
11. Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, distracting the attention of others, catcalls, demonstrations on the job, or similar types of disorderly conduct; and
12. Creating or contributing to unsafe and unsanitary conditions or poor housekeeping.
13. Use or possession of another employee's tools or equipment without their consent.
14. Failure to follow any internal policies & procedures.
15. Failing to maintain a level of professionalism and courtesy towards citizens.

GROUP II OFFENSES - PARTIAL LIST - NOT ALL INCLUSIVE

FIRST OFFENSE – Written reprimand and two (2) day suspension

SECOND OFFENSE - Suspension pending discharge investigation

1. Threatening, intimidating, coercing, or interfering with fellow employees or supervisors at any time;
2. Sleeping during working hours
3. Gambling, lottery, or engaging in any other game of chance at City work stations at any time;
4. Making or publishing false, vicious, or malicious statements concerning any employee, supervisor, or the City;
5. Careless mistakes that affect or could affect the safety of City Personnel or bystanders or damage City property;
6. Distributing or posting unauthorized printed material on City premises;

7. Vending, soliciting, or collecting contributions for any purpose whatsoever at any time on City premises unless properly authorized by City Manager;
8. Receiving from any person any fee, gift or other valuable in the course of work, when such fee, gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that afforded other persons.
9. Loss of certification required to perform job duties.

GROUP III OFFENSES – PARTIAL LIST – NOT ALL INCLUSIVE

FIRST OFFENSES – Suspended pending discharge investigation.

1. Provoking or instigating a fight, or fighting at any time on City property;
2. Wanton and willful neglect in the performance of assigned duties;
3. Deliberate misuse, destruction, theft, or damage of City or employee property;
4. Falsification of personal or City records, including employment applications, accident reports, work records, purchase orders, time sheets, or any other report, record, or application.
5. Making false claims or misrepresentations in an attempt to obtain sickness, accident benefits, or Workers' Compensation benefits;
6. Refusal to perform work assigned or to comply with written or verbal instructions of the supervisory force;
7. Unauthorized use or display of firearms, explosives, or weapons on City property;
8. Proven incompetence or inefficiency in the performance of assigned duties;
9. Arrest for a crime while either on or off the job;
10. Concerted interference or restriction of production in or about the City's work stations, including, but not limited to, instigating, leading, or participating in any walkout, strike, sit down, slowdown, or refusal to return to work;
11. Use or sale of illegal drugs or narcotics;
12. Reporting to work or working under the influence of alcohol; and/or violation of the City of Hoschton Alcohol and Controlled Substance Policy.
13. Theft or unauthorized removal of City property from City locations or from a fellow employee.

Suspension before discharge

Employees accused of committing a discharge offense are to be suspended without pay, until the charge is investigated, and the administrative due process requirements are satisfied. No suspension will last beyond five (5) working days and if a discharge is necessary, the employee will be terminated effective the last day worked.

Records of Disciplinary Action

In all cases of disciplinary action, the appropriate Department Head shall forward to the City Manager who will furnish the City Council pertinent data concerning the recommended disciplinary action such as: name of employee involved, offense committed, date offense committed, and type of disciplinary action received. This information shall be included in the employee's personnel folder, and the employee shall receive written notification of the disciplinary action.

Disciplinary Action Concerning Department Heads

The Mayor has the authority to administer disciplinary action to City Department Heads in accordance with the provisions of this subsection.

Appeal Rights

Any employee who has received disciplinary action and who has completed his or her probationary period shall have the right to appeal disciplinary action in accordance with this policy.

Should an employee feel he has been disciplined unjustly, he may register a complaint and seek relief under the City's grievance procedure.

12.8 USE OF CITY VEHICLES AND EQUIPMENT

Use of City phones for local personal phone calls should be kept to a minimum; long distance personal use is prohibited. Other City equipment, including vehicles, should be used by employees for City business only. An employee's misuse of City services, telephones, vehicles, equipment or supplies can result in disciplinary action including termination.

The use of a City vehicle is a revocable privilege. To remain eligible to use a City vehicle, employees must meet the following requirements:

1. Per Georgia law anyone operating or riding in a motorized vehicle must wear a seat belt at all times.
2. You must have your valid, current Georgia driver's license with you any time you drive a City vehicle.
3. You may not loan out a City vehicle to others inside or outside of the organization without permission.
4. You must drive in a safe and legal manner, including complying with Georgia laws.
5. You must not operate a City vehicle under the influence of drugs, alcohol or any controlled substance.
6. You must notify your Department Head of any citations for moving violations while operating City vehicles.

Violation of any of these rules, or having an unsatisfactory driving record, may cause the City to revoke your driving privileges, and subject you to other disciplinary action.

12.8.1 DRIVER'S LICENSE REQUIREMENTS

As part of the requirements for certain specific City positions, an employee may be required to hold a valid Georgia State Driver's license with required endorsements. If an employee's license is revoked, suspended or lost, or is in any other way not current, valid, and in the employee's possession, the employee shall promptly notify his/her Department Head, in writing, and may be immediately suspended from driving duties. The employee may not resume driving until proof of a valid, current license is provided to his/her Department Head. Depending on the duration of license suspension, revocation or other inability to drive, an employee may be subject to disciplinary action, up to and including termination for those positions that require driving.

12.9 APPEARANCE

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times. Our professional image is an important aspect of our organization. Whether or not your job responsibilities place you in direct contact with City officials or the public, you represent the City with your appearance as well as your actions. The properly attired man or woman helps to create a favorable image for the City. Situations in which inappropriate attire is worn and/or any exceptions to the dress code will be addressed by the employee's Department Head. Employees who are improperly attired may be required to leave work to change their attire. Employees will not be compensated for the time they are away from work to change improper attire.

Uniforms are provided to departments as appropriate and should be worn to work. Administrative staff will be provided with shirts that have the City logo on it and should be worn to work with the appropriate pants or skirts. The following clothing is not appropriate attire: halters, tank tops, jeans with holes, low neckline front or back, flip flops, skinny jeans, leggings or tights not under an appropriate length dress, shorts, and bedroom slippers or clothing that has words, pictures, scenes, etc., that would be disruptive to the work environment.

12.10 CONTACTS WITH NEWS MEDIA

The Mayor, City Attorney, City Manager or City Clerk shall be responsible for all official contacts with the news media, including answering of questions from the media. The Mayor may designate specific employees to give out procedural, factual or historical information on particular subjects.

12.11 SOLICITATIONS

Most forms of selling and solicitations are inappropriate in the workplace. They can be an intrusion on employees and citizens and may present employee safety or to the security of City or employee property. The following limitations apply:

1. Persons not employed by the City may not solicit, survey, petition, or distribute literature on City premises at any time. This includes persons soliciting for charities, salespersons, questionnaire surveyors, labor union organizers, or any other solicitor or distributor.
2. Employees may not solicit for any purpose during work time. Reasonable forms of solicitation are permitted during non-work time, such as before or after work or during meal or break periods. Soliciting employees who are on non-work time may not solicit other employees who are on work time. Employees may not distribute literature for any purpose during work time or in work areas. The employee lunchroom is considered a non-work area under this policy.

12.12 SAFETY & ACCIDENT REPORTING

12.12.1 POLICY STATEMENT

The City of Hoschton is committed to providing a safe workplace. In accordance with this, employees are expected to take an active role in promoting workplace safety by reporting unsafe working conditions and by noting where fire extinguishers, first-aid kits, and emergency exits are located. Additionally, employees are required to participate in identifying and correcting where possible, the underlying causes of accidents and unsafe conditions.

12.12.2 GENERAL PROVISIONS

(a) Employee Responsibility

Employees are responsible for exercising care and good judgment in preventing accidents and for observing safety rules and procedures when performing their duties. Employees are required to:

1. Report all accidents to their supervisor immediately;
2. Report any unsafe work conditions, equipment, or practices to their supervisor as soon as possible;
3. Attend scheduled safety meetings and activities;
4. In the event of an injury resulting in lost work time, continued contact with the supervisor is required for the purpose of keeping records on the expected return to work status.

(b) Equipment Repair

Employees have a responsibility to report the need for repairs of any City owned or leased property issued to the employee. No employee shall alter, repair, or in any way change, add to, or remove any parts or accessories of any City-owned or leased Property without the permission of the Department Director.

12.12.3 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 items when warranted and employees are expected to comply with such direction.

12.13 OPERATION OF VEHICLES

12.13.1 VEHICLE OPERATOR QUALIFICATIONS

To operate a City-owned vehicle in the course of business, an employee must:

1. Be at least 18 years of age;
2. Have a valid Georgia Driver's License for the class of vehicle to be driven or a valid Driver's License from the state in which the employee resides which allows employee to legally operate a City vehicle on Georgia roads;
3. Have a record of no more than two moving citations or one moving citation and one chargeable accident within a twenty-four (24) month period;

- a. The Department Director or their designee will make the sole determination of whether the accident was chargeable in nature.
 - b. 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 to non-driving positions 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.
4. Be otherwise qualified under federal and state regulations to drive the vehicle in question; and
 5. Be trained and authorized to operate the vehicle.

12.13.2 ANNUAL LICENSE REVIEW

To ensure the maintenance and validity of driver's licenses, driving records of employees who operate City vehicles will be examined on an annual basis or as needed, as determined by the Department Director. The City will check motor vehicle records (MVR) of all applicants prior to making offers of employment. As part of the hiring process, applicants will be required to sign a written consent form allowing the City to check motor vehicle records at any time prior to or during their employment. The Department Director will be responsible for collection of license copies each year and for the submittal of licenses to the Police Chief who will have the employee's license run through GCIC for review.

12.13.3 NOTIFICATION PROCEDURES

Employees who operate vehicles 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 the receipt of any ticket or citation for any violation of state law or a local ordinance relating to motor vehicle traffic operation, except 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.

3. 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.

4. Failure to report a citation received, whether off or on duty, may be grounds for disciplinary action, up to and including termination.

12.13.4 OPERATION OF VEHICLES

Employees shall operate any vehicle used for City business in a careful and prudent manner and shall obey the laws, policies, regulations, and procedures of the City and state pertaining to such operation. Tobacco use in City-owned or leased vehicles is prohibited.

12.13.5 DUTY RESTRICTIONS

A physical, mental, or driving skill impairment that cannot be reasonably accommodated that affects an employee's ability to safely operate a motor vehicle, or failure to comply with the driver qualifications outlined in this Chapter, precludes that employee from operating any City-owned or leased vehicle for City business. If the operation of a vehicle is an essential job duty, an attempt will be made to place the employee in a non-driving position. If such a position is not available, the employee will be immediately relieved of duty. If the vehicle prohibition is due to suspected physical or mental impairment, the employee will be subject to a health fitness evaluation as outlined in this handbook.

12.13.6 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 exception will be 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. The driver of the vehicle is responsible for compliance.

12.14 ACCIDENT INVOLVEMENT

12.14.1 REPORT REQUIRED

All 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:

1. All injuries to an employee or other person occurring during the course of business;
2. All accidents involving City-owned or issued vehicles or equipment, whether or not occurring during the course of business;
3. All accidents involving personal vehicles or equipment used during the course of business; and
4. All property damage occurring during the course of business.

12.14.2 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:

1. Render aid to other parties if possible and necessary;
2. Report the Accident and any injuries immediately to local law enforcement in the event of a vehicular accident;
3. Immediately notify their supervisor or designee, as soon as possible if the supervisor is not available;
4. Record the name, address, and phone number of any witnesses, and note the specifics of the Accident circumstances, if possible;
5. Be courteous, but not make or sign any statement for anyone other than the police officer responding to the scene;
6. Remain at the scene until excused by law enforcement personnel;
7. 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.
8. Submit to all requested post-Accident testing as directed by the supervisor or other City Management representative.

12.14.3 ADMINISTRATIVE ACCIDENT INVESTIGATION

The supervisor or other designated employees will conduct an administrative investigation into the circumstances of the Accident and prepare a written report that includes a statement of the facts and analysis as to cause. The report will also include recommendations of any corrective action necessary to prevent recurrence of such Accidents. The City Attorney will facilitate claim/litigation management with the City's insurance carrier.

12.14.4 EXAMINATIONS AND/OR TESTS

An employee who is involved in a reportable Accident may be required to undergo examinations and/or tests as specified in the Performance of Duty Standards and Substance Abuse Testing chapters of this handbook.

12.15 WORKPLACE VIOLENCE POLICY

(a) 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 on City property is strictly prohibited.

12.15.1 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.

12.15.2 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:

- a. Threatening physical or aggressive contact directed toward another individual or engaging in behavior that causes a reasonable fear of such contact.
- b. Threatening an individual or his/her family, friends, associates or property with physical harm or behavior that causes a reasonable fear of such harm.
- c. Intentional destruction or threat of destruction of the City's or another's property.
- d. Harassing or threatening physical, verbal, written or electronic communications, including verbal statements, phone calls, 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.
- e. 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.
- f. 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.
- g. Communicating an endorsement of the inappropriate use of firearms or weapons of any kind.
- h. Unauthorized possession 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:
 - Any weapon which, per applicable law, is legal or illegal to possess;
 - Any firearm, loaded or unloaded, assembled or disassembled, including pellet, "BB", and stun guns;

- 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;
- Any switchblade knife;
- Brass knuckles, metal knuckles, and similar weapons
- Bows, cross-bows and arrows;
- Explosives and explosive devices, including fireworks, ammunition and/or incendiary devices;
- Throwing stars, nun chucks, clubs, saps, and any other item commonly used as, or primarily intended for use as a weapon;
- Self-defense chemical sprays (Mace, pepper spray) in canisters or containers larger than two ounces;
- Any object that has been modified to serve as, or has been employed as, a dangerous weapon.

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 abuser's 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.

12.15.4 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 firearms 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

City Clerk 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 City Clerk.

A 9-1-1 call may be appropriate first, in the good judgment of the employees or Managers involved. Under this policy, decisions may have to be made quickly to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. Nothing in this policy is intended to prevent quick action to stop or reduce the risk of harm to anyone, including requesting immediate assistance from law enforcement or emergency response resources.

Failure to report any threats or acts of violence in violation of this policy appropriately is itself a violation of this policy and may subject any employees involved to discipline up to and including termination.

Retaliation against anyone for reporting an actual or suspected violation of this policy in good faith will not be tolerated and will subject the individual engaging in the retaliation to discipline up to and including termination. Any complaints about retaliation should be reported in the same manner as violations of this policy are to be reported.

12.15.5 WHAT TO EXPECT FROM THE CITY

All incidents of violence and threats of violence that are reported will be taken seriously and investigated.

12.15.6 CITY EXPECTATIONS OF TARGETED EMPLOYEES

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 City Clerk 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 Human Resource Department 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 as necessary to maintain safety in the workplace.

12.15.7 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, vehicles, and locker. In addition, the City may conduct searches of any City property including for instance work stations and areas, including desks, locker, 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.

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.

12.15.8 ASSISTANCE PROGRAMS/SERVICES

The City provides all employees and family members with a no cost Employee Assistance Program (EAP) that has professionals trained to handle domestic violence cases. These professionals provide counseling, support, and referrals. In addition, EAP is a resource for employees who want to learn more about domestic violence or find out how to help a friend, family, or coworker. Many community agencies provide free services for safety planning, counseling, support groups, shelter, and legal assistance. Please contact the Human Resource Department if you need additional information.

12.16 GEORGIA WHISTLEBLOWER PROTECTION

The City of Hoschton supports the Georgia Whistleblower Protection Act. Public employers are not allowed to retaliate against whistleblowers in Georgia. Georgia law protects your right to disclose legal violations by governmental officials within your department. Under the Georgia Whistleblower Protection Act (O.C.G.A. section 45-1-4(d)), a public employer cannot enforce, adopt, or make a policy or practice stopping a public employee from revealing a violation of or noncompliance with a regulation, rule, or law to a governmental agency or supervisor. Public employers are not allowed to retaliate against public employees for revealing a violation of or noncompliance with a regulation, rule, or law to a supervisor or governmental agency, unless this disclosure was made while knowing that it was false or with a reckless lack of concern for whether it was false or true.

12.17 ALCOHOL AND SUBSTANCE ABUSE POLICY

No employee of this City may illegally engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance at any time or place, including while at his workplace. Such unlawful activity shall be considered a sufficient ground for serious adverse personnel action, including dismissal from employment.

If an employee is arrested for or convicted (including a plea of no contest) of violating any criminal drug statute of any jurisdiction, regardless of whether the alleged violation occurred at the workplace or elsewhere, the employee must notify the City Council of this City in writing of each arrest or conviction as soon as possible, but in no event more than (5) five calendar days after the arrest or conviction.

Failure to comply with any part of this policy will result in serious adverse personnel action, including possible dismissal from employment. Any questions concerning this policy shall be directed to the City Council of this City.

12.17.1 DEFINITIONS

Within this Substance Abuse Policy, and on any accompanying forms, the following terms shall have the meanings associated therewith:

- A) Controlled Substance shall have the meaning and include substances defined as “controlled substances” in the Georgia Controlled Substances Act, O.C.G.A. 16-13-20 and 16-12-21(4) as said Act shall appear from time to time.
- B) Safety Sensitive Position shall be those positions where inattention to duty or errors in judgement by the employee or applicant while on duty will have the potential for significant risk of physical harm to the employee, other employees or the general public by virtue of performing their duties and/or using the equipment provided. This includes firefighters, law enforcement employees who use force, carry weapons, make arrests and supervise prisoners, employees who are provided employer-owned vehicles to drive during the course of their employment or by virtue of the operation of other equipment during the work day.
- C) Confirmed Positive Result. Whenever an initial test for drugs and/or alcohol is found to be positive, the laboratory will carry out additional tests pursuant to laboratory testing guidelines to confirm that the initial positive indication was correct. If the second procedure also indicates the presence of drugs and/or alcohol, the test result will be considered a confirmed positive result.
- D) Certified Medical Review Officer shall mean a properly licensed physician who reviews and interprets the results of drug tests and evaluates those results together with medical history and any other relevant biomedical information to confirm positive results.
- E) Certified Professional Collector holds certification required by Georgia Department of Transportation to serve as collection agent and is proficient in CFR Part 40 Procedures for specimen collections.

12.17.2 DRUG AND ALCOHOL USE PROHIBITED

Alcohol and controlled substance use by employees during assigned working hours, in or on the City of Hoschton property, or otherwise on official business shall be prohibited. This shall include the use or possession of controlled substances, the abuse of prescription medications, the possession of prescriptions medications by anyone other than the person for whom the medication was prescribed (except as required by official duty), and the use or abuse of alcohol. This prohibition (and the procedures set forth below) is in addition to any other drug and alcohol policy, including any policies or programs required by federal or state law.

These general fitness for duty procedures are designed to apply even in situations in which no reasonable cause drug or alcohol test can be administered under this policy.

An employee either reporting to work visibly impaired or observed to be visibly impaired while on duty will be deemed unable to perform required duties and will not be allowed to work. The employee’s supervisor will seek the Department Head’s or City Council’s opinion to confirm the employee’s impaired status. If, in the opinion of the employee’s Department Head or supervisor, the employee is impaired, the employee may be sent home or to a medical facility by a safe means of transportation (after any reasonable cause drug or alcohol testing required by other parts of this policy). Under no circumstances will an apparently impaired employee be allowed to drive a

vehicle either the City's or his/her own. If a drug or alcohol test cannot be administered under this policy, the apparently impaired driver shall nonetheless remain ineligible to perform any driving duties for at least 24 hours.

It is the responsibility of each Department Head to enforce this policy and ensure that all employees and new hires are made aware of this policy. Supervisors are responsible for adhering to and communicating this policy during the employment process, new hire orientations, department meetings, etc.

Generally employees are not subject to alcohol or drug testing except in conjunction with certain on-duty functions, i.e. just before or just after, or during the performance of "safety Sensitive" job-duties as defined in 49 C.F.R. 395.2 such duties include, but are not limited to: (1) time spent at the driving controls of a covered vehicle or other equipment, (2) on-duty time waiting to be dispatched, (3) time spent inspecting, servicing, repairing, or conditioning a covered vehicle or other equipment, (4) non-driving time spent on or attending a covered vehicle or other equipment or (5) time spent loading or unloading (or supervising or assisting the loading or unloading) a covered vehicle or other equipment. Such "safety-sensitive" duties are hereinafter referred to in this policy as providing a safe environment for citizens.

12.17.3 TYPES OF TESTING TO BE IMPLEMENTED

- A. Pre-Employment Testing: Because substance abuse is not easily detectable in an applicant without the provision of a drug and alcohol screening, and because the safety and health of employees and the health and safety of citizens depend upon a workforce free from drug and alcohol abuse, all job applicants being considered for employment in positions for which pre-employment drug and/or alcohol screening is allowed by law, shall be required to pass a drug test prior to being hired. All job applicants shall be informed in advance that such testing shall be required, and postings for all jobs shall include a notice of this testing requirement. Pre-employment testing shall take place only after an offer of employment has been made but before employment commences. In no case will an employee be allowed to assume first-time driving duties before the employee is tested for drugs.
- B. Random and periodic drug testing: Employees in all positions designated as safety sensitive or involved in drug interdiction or having unsupervised access to prisoners and contraband shall be required to submit to a drug and/or alcohol screening test at random and on a periodic basis from time to time as determined by the Mayor.
- C. Drug and/or alcohol screening test based on reasonable suspicion: Any employee shall be required to submit to drug and/or alcohol testing when there is reasonable suspicion to believe that such employee is under the influence or effects of drugs and/or alcohol immediately before, during or immediately after assigned working hours or while otherwise on duty or in control of governmental property.

Reasonable suspicion means a reasonable belief based on specific objective and particular facts and reasonable inferences drawn from those facts in light of experience. Situations give rise to a conclusion that an employee is under the influence of drugs and/or alcohol include, but are not limited to, the following:

1. An employee is involved in a physical or verbal altercation on the job.
2. An employee has an excessive number of incidents or accidents on the job.
3. An employee exhibits unusual behavior such as slurred speech or unsteady walking or movement on the job.
4. An employee has an odor of alcohol or marijuana on his/her person on the job.
5. An employee is in possession of alcohol, drugs, or drug paraphernalia on the job.
6. An employee is observed using illegal drugs or alcohol or has exhibited the symptoms and manifestations of being impaired due to alcohol or drug use.
7. An employee is involved in an accident while on the job.

In the event a supervisor determines that reasonable suspicion exists that an employee is under the influence of drugs and/or alcohol, the supervisor shall immediately report the incident to the Department Head and shall complete the form entitled Observation Checklist. In the absence of the Department Head, it should be reported to (1) City Manager (2) Human Resource Department.

The determination of whether reasonable suspicion exists shall be made by the Department Head or, in his/her absence City Council.

Following the determination that reasonable suspicion exists, the facts underlying the determination of reasonable suspicion shall be disclosed to the employee at the time the demand to submit to testing is made. The employee shall be transported to and from the testing site by the employee's Department Head or supervisor. Following the testing procedure, the person transporting the employee shall make appropriate arrangements to transport the employee home.

Department Heads/Supervisors shall be required to document in writing, by the next working day, the specific facts, symptoms or observations that formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. All documents created in connection with the determination of reasonable suspicion shall be forwarded to the City Manager.

D. Testing After accidents or injury: An employee in a safety sensitive position, an employee involved in the interdiction of illegal drugs, or an employee who, in his/her job duties, is given unsupervised custody of prisoners

or contraband shall be subject to a drug and alcohol test conducted when, while on duty or just prior to going on duty:

1. The employee is involved in an accident while operating City machinery, equipment or vehicle; or
2. The employee is involved in a fatality; or
3. The employee is cited with a traffic violation; or
4. The employee sustains a work-related injury requiring medical treatment beyond first aid.

E. Return to Duty and Follow Up Testing: An employee who is not discharged or permanently relieved of duties following a violation of this policy as it concerns alcohol may not resume duties without first passing a drug and alcohol test. An employee who is not discharged or permanently relieved of duties following a violation of this policy as it concerns controlled substances may not resume duties without first passing a controlled substance and alcohol test.

An employee who has completed drug rehabilitation or a recommended course of treatment for alcohol abuse under this policy shall, on resumption of duties, be subject to unannounced testing. Such testing shall be conducted over a period of 12 to 60 months and shall include at least 6 unannounced tests during the first 12 months of his/her return to duty. The type, frequency, and timing of such testing shall be at the direction of the Human Resource Department. Employees shall proceed immediately to testing site. An employee who is unable to submit to testing at the time of the accident because of serious injury received in the accident shall provide to the City the necessary authorization for obtaining hospital reports or other documents that would indicate the presence of any controlled substances or alcohol in the driver's system. Refusal to provide such authorization may be treated by the City as refusal to submit to testing under this policy.

12.17.4 PRESCRIPTION DRUG USE

Any employee using prescription medication while on the job shall do so in strict accordance with medical directions. It is the employee's responsibility to notify the prescribing physician of the duties required by the employee's position and to ensure the physician approves the use of the prescription medication while the employee is performing his/her duties.

The abuse and/or inappropriate use of legally prescribed drugs, including the performance of duties when the employee knows or should know that he or she is potentially impaired due to prescription drug use, shall be

prohibited and shall be deemed a violation of this policy. Job performance or attendance deficiencies resulting from use shall be cause for disciplinary action up to and including termination. If any employee's behavior or job performance gives rise to a reasonable suspicion that the employee is abusing or inappropriately using prescription medication, the employee may be required to submit to drug testing and to take leave until such time as the employee is cleared by the employee's physician and the Mayor.

12.17.5 CONSENT

Before a drug and alcohol test is administered, employees and job applicants will be asked to sign a Consent Form authorizing the test and permitting release of test results to the Medical Review Officer and employer. The consent form shall provide a space for an employee or job applicants to acknowledge that they have been notified of the requirements of this policy.

12.17.6 REFUSAL TO CONSENT

Prospective Employees: Any applicant for a position for which pre-employment drug and/or alcohol screening is permitted by law who refuses to consent to a drug and/or alcohol test shall be denied employment, and any conditional offer of employment shall immediately be rescinded.

Employees: Any employee who refuses to sign the required consent form to submit to a required drug and/or alcohol test as required shall be deemed to have violated this policy.

No show: Employees who fail to appear at the designated collection site to submit to a required drug and/or alcohol test when so directed shall be deemed to have refused to submit to the test shall be deemed to have violated this policy. A "no show" shall include any attempt to adulterate a test sample or otherwise frustrate, impair, or otherwise impede the testing process.

12.17.7 CONFIDENTIALITY OF TEST RESULTS

To the extent allowed by law, all information from an employee's or job applicant's drug and alcohol screening shall be confidential and only available to the Medical Review Officer, Certified Professional Collector, Clerk, Department Head and those with a need to know at the discretion of the Council. Disclosure of test results to any other person, agency, organization shall be prohibited unless written authorization is obtained from the employee or job applicant. In any case, the results of an initial positive drug or alcohol test shall not be released until the results are confirmed.

12.17.8 VIOLATION OF THIS POLICY

Any violation of this policy shall be handled in a manner consistent with disciplinary procedures.

EMPLOYEE ASSISTANCE PROGRAM

Referrals to an employee assistance program or rehabilitation program shall be made in accordance with established employee assistance policies, if any. No aspect of this policy shall require the City to provide an employee assistance program (EAP) for employees subject to substance abuse and alcohol testing pursuant to this policy and for supervisory personnel.

DRUG AND ALCOHOL CONVICTIONS

Consistent with the Federal Drug-Free Workplace Act of 1988, employees shall report to his or her Department Head within five (5) working days any arrest or conviction made under a criminal drug or alcohol law and any charge made under a drug or alcohol law for which conviction could cause the loss of driving privileges. The Mayor and Department Head shall then investigate and take appropriate action according to the policies and procedures of The City of Hoschton and according to federal and state law.

DRIVERS SUBJECT TO DEPT. OF TRANSPORTATION REGULATIONS

In addition to the general requirements, the following regulations are intended to provide a drug and alcohol abuse policy that will assist in creating a safe driving environment and meet the requirements of the guidelines established by the U.S. Department of Transportation. This policy is intended to meet all regulatory requirements and, and to the extent that any part of this policy is in conflict with the regulations found at C.F.R. Part 40 or Part 382, the terms of those regulations control.

12.17.9 EMPLOYEES AND APPLICANTS COVERED BY THIS POLICY.

1. In order to be covered by this policy, an employee must operate a commercial motor meeting certain weight or cargo standards. As to weight, a covered vehicle is: (a) a tractor trailer or similar vehicle with a gross combination weight of 26,001 pounds or more (inclusive of a towed unit with a gross vehicle weight rating of at least 10,000 pounds) or (b) a single vehicle with a gross vehicle rating of 26,001 pounds or more. As to cargo, a covered vehicle is one of any weight which (a) is designed to transport 16 or more persons, including the driver, or (b) transports hazardous materials (as defined I 49C.F.R. Part 172, subpart F).
2. Employees holding a commercial's driver's license and employed in a position whose duties include operating any or the vehicles described above, or applicants for such positions, are covered by this policy. Covered employees and applicants (hereinafter referred to as "drivers") are subject to alcohol and drug testing as described below.

DRUG TESTING PROCEDURE

The Agent performing drug testing for the City under the terms of this policy shall be certified by the Department of Health and Human Services under the procedures prescribed by the Department of Transportation in 49 C.F.R. Part 40. The designated laboratory for performing drug tests pursuant to this policy shall be NIDA certified.

Drug testing of covered employees shall conform to the following procedures:

- (1) Drug tests shall be performed on urine specimens collected in accordance with procedures and standards prescribed by the Department of Transportation in 49 C.F.R. 40.23 and 40.25
- (2) All analysis of drug tests performed pursuant to this policy shall meet the standards prescribed by the Department of Transportation in 49 C.F.R. 40.29. Urine specimens shall be tested only for evidence of use of the following prohibited drugs: marijuana metabolites/THC, cocaine metabolites, opiates (including codeine, heroine, morphine), amphetamines (including meth amphetamine), and phencyclidine (PCP).
- (3) The refusal of an applicant or employee to submit to a drug test or the failure to pass a drug test required by this policy shall be cause for the refusal to hire an applicant into a position and shall be cause for disqualification from all duties, as well as cause for disciplinary action up to and including discharge.

12.18 EMPLOYEE USE OF CITY CREDIT CARDS

Employee use of City credit cards will be with prior authorization. Bank and/or fuel credit cards may be assigned to employees for specific use. For financial control purposes, all credit cards are to be signed out from the City Clerk-Department when needed and returned after each use. The loss or misuse of a City credit card is to be immediately reported to the City Clerk-.

12.19 VENDOR MEETINGS WITH EMPLOYEES

Meetings with vendors for other than official City business must be by appointment and held on the employee's break time or lunchtime and may not take place in City work areas.

12.20 PROBATIONARY PERIOD

12.20.1 PROBATIONARY PERIOD

All newly hired full-time regular employees will be required to serve a probationary period. During this period, the department head and City Manager will evaluate the ability of new employees to determine their potential to make satisfactory long-term employees. It is a part of the examining process and is the last step in the selection of

a new employee. Due to additional work and training requirements, departments such as Police may have longer periods of probation for new employees.

The probationary period begins with the date of appointment as a full-time regular employee. The length of the probationary period is 90 days.

12.20.2 SUPERVISORY ACTION

Employees will be closely observed during the probationary period. Their inabilities and deficiencies will be noted. If, at any time up to the date the probationary period ends, it becomes apparent an employee will not make a satisfactory career worker, a dismissal action will be taken.

12.20.3 SEPARATION PROCEDURE

An employee who is to be dismissed will be notified in writing that the reason is failure to qualify during the probationary period. The employee will be given the letter in person prior to the date of the separation, or the last day of the probationary period. A probationary employee cannot appeal a dismissal action taken during the probationary period.

12.20.4 DISMISSAL WITHOUT CAUSE

Dismissal action without cause may be necessary if the employee's work assignment is completed or available program funds are discontinued or cut back, or where departmental reorganization is necessary. In any case, the hearing requirements hereinabove set forth shall not be applicable.

12.21 COMPLAINT PROCEDURES

The City recognizes that sometimes situations arise in which an employee feels that he or she has not been treated fairly or in accordance with City policies. For this reason, the City provides its employees with procedures for resolving complaints.

Step 1: An employee should first try to resolve any problem or complaint with his/her immediate supervisor.

Step 2: When normal communication between an employee and the supervisor is not successful, or when an employee disagrees with the application of City policies and procedures, the employee should attempt to resolve

the problem with his/her Department Head. The responsible Department Head will usually respond to the employee in writing within five working days after meeting with him/her if possible.

Step 3: If the employee is not satisfied with the response from the Department Head, the employee may submit the problem, in writing, to the City Manager or his/her designee. The written complaint must contain, at a minimum.

1. A description of the problem;
2. A specific policy or procedure which the employee believes has been violated or misapplied;
3. The date of the circumstances leading to the complaint or the date when the employee first became aware of those circumstances;
4. Remedy sought by the employee to resolve the complaint.

The written complaint must be filed within five working days after the Department Head's response at step two.

The City Manager or his/her designee may meet with the parties, either individually or together, and will respond in writing to the aggrieved employee within ten working days of the meeting. The Manager's response and decision shall be final and binding.

SECTION 13 - DISCIPLINE AND TERMINATIONS

13.1 ACTIONS SUBJECT TO DISCIPLINARY ACTION

13.1.1 PURPOSE

To establish a policy to be used by management in determining appropriate disciplinary action for employee infractions. The policy also establishes administrative procedures to be followed in taking disciplinary action and in processing adverse actions against full- time employees. The schedule of offenses and penalties informs employees and supervisors of the range and types of penalties recommended for breaches of discipline committed by employees.

13.1.2 DEFINITIONS

Disciplinary Action: includes oral reprimand, written reprimand, suspending an employee from duty without pay, demotion, and dismissal. Adverse Action: is the procedure which must be followed when dismissing or demoting a full-time employee who has completed probationary period.

Non-duty Status With Pay: is placing an employee in a non-work status away from the job while continuing his/her regular pay. This is only used while investigating an employee to determine if dismissal action is warranted and the employee's presence on the job is believed to constitute a hazard to him/herself or others. It shall be done by contacts with this government during this period. It is not a disciplinary action.

13.1.3 COVERAGE

The use of these procedures and schedule of penalties and offenses prescribed herein applies to all full-time regular employees who have completed their probationary period. Probationary full-time, part-time, temporary, and excepted employees are not covered by this policy. Unless protected by some other policy, regulation, or law, they may be separated at any time without advance notice or appeal, and without cause, at the will of the City Manager.

13.1.4 USE OF THE SCHEDULE

The schedule is intended to assist supervisors in determining how to discipline employees and at the same time correct their work habits or behavior in such a way they can be retained as useful workers. Dismissal action should be taken on the first offense only for serious misconduct or when it becomes apparent that several lesser penalties have failed to rehabilitate a chronic offender.

13.2 POSSIBLE DISCIPLINARY ACTIONS

In the event that discipline is necessary, the following types of disciplinary actions may be used, depending on the particular situation:

ORAL WARNING

Oral warnings will be considered the normal means of correcting the action of a subordinate; such reprimands will not affect employee's privilege or status or be recorded in their personnel record.

WRITTEN REPRIMAND

A written reprimand is the lightest penalty given for an offense of a more serious nature. A letter signed by the department head or elected officials will be given to the employee advising this is a written reprimand and what offense it is being given for, and it will also state whether it is the first, second, third, or fourth penalty imposed.

SUSPENSION

Suspension is a severe penalty. The employee may be suspended from work without pay for from one day, not to exceed 30 working days, depending on the seriousness of the offense. This must be done by letter giving the reason and what day the employee is to report back to work. The letter will be signed by the department head or the Manager and will warn the employee in question that further infractions may lead to dismissal. A copy will be filed in the employee's personnel folder.

DEMOTION

Demotion is not normally used as a disciplinary action. It is more appropriate in those cases where the employee fails to perform satisfactorily because of inability rather than indolence. Providing the employee is otherwise satisfactory, and there is another position at a lower level, it is believed he/she can perform, the demotion action serves as a useful purpose. The employee will be notified by the City Clerk, supervisor, and the Council member who is chairperson of the department, or the Manager. It will contain the specific reasons for the action. A copy will be filed in the employee's personnel folder and with the supervisor.

TERMINATION

Termination is the final penalty. The employee will be notified in writing in advance, if possible, of the date of separation. The letter will be signed by the supervisor, Council department head, or Manager and will include in detail the specific reason for the dismissal, the date of separation, and inform the employee that if he/she is going to appeal, the date by which the appeal must be received. A copy of the letter will be filed in the employee's personnel folder and with the supervisor.

13.3 TIMELINESS OF ACTION

Normally, disciplinary action shall be initiated within one week after an offense has been committed or discovered. For extremely serious offenses, action may be taken as soon as management becomes aware of the infraction regardless of the period of time which has elapsed since the offense occurred.

13.3.1 SCHEDULE OF OFFENSES AND PENALTIES

A schedule of offenses and penalties is attached. It is impossible to include every type of disciplinary problem which may arise or describe every situation explicitly. For those not found in the attached schedule, supervisors should compare the unlisted offense with those listed and select the one most similar or of comparable seriousness. Apply the penalty to the unlisted offense in a like manner.

13.3.2 PREPARING CHARGES

Letters to employees proposing demotion or dismissal will contain the date of the proposed action and the reason for the action. These reasons will be specific and in detail

and contain all fact being relied on to support the action. Nothing concerning prior disciplinary actions will be included in this paragraph of the letter.

In the next paragraph, refer to prior disciplinary actions, if any, taken against the employee only if required by the schedule of offenses and penalties to justify the severity of the penalty proposed. Use only those occurring within the three years immediately prior to the date of the current offense occurred, and for which a penalty was imposed. Briefly state the offense, the penalty imposed, and date of each charge used.

In the next paragraph, advise the employee, if he desires to appeal the action, of the date by which the appeal must be received. Include a statement that the appeal must be in writing and be received by the City Clerk and that if a timely appeal is not received, no further notice of dismissal will be given.

If possible, the letter should be delivered to the employee in person. When this is not possible, send by certified mail to the last known address and allow one extra day for receiving the appeal.

The choice of what discipline to apply in any case is solely the City's. The use of discipline less than termination in any case does not change the at-will nature of the employment relationship. Employees who are exempt from

overtime laws will not be suspended without pay for disciplinary purposes for periods less than a full workweek unless the infraction involves violation of safety rules of major significance.

13.4 PROCEDURES FOR APPEALS OF DEMOTION, DISMISSAL, AND SUSPENSION

An employee may appeal a suspension, demotion, or dismissal action. The appeal must be in writing and be received in the Human Resource office no later than the close of business (4:30 p.m.) on the third workday following receipt of the letter of notification; otherwise, it will not be accepted. The day the letter of notification is given to the employee is not included in this three-day period. Upon receiving an appeal, the employee will be given a copy of this appeal procedure and advised to comply with it.

Employees have the right to be accompanied, advised, and represented by a person of their own choosing in presenting their appeal under this procedure.

Management will normally be represented by the department head over the employee. However, the Manager may designate another person to be management's representative.

Both the employee and management are entitled to submit pertinent documentary evidence and witnesses in support of their position. It is the responsibility of each party to arrange for their own witness and representatives to attend the scheduled administrative hearing. The City Clerk will maintain a file of accepted documentary evidence.

The Appeals Board will set the time and place of the hearing. If conducted during their working hours, all employees required to be present will be in a pay status during the period they are in attendance.

The aggrieved and any employee representatives and witnesses shall be free from reprisal or harassment for appealing in behalf of the aggrieved.

13.4.1 APPEAL BOARD

The Appeal Board will be comprised of the council members of the committee over the department from which an appeal arises and shall consist of three council members. If employee is not covered directly by a committee, the Mayor shall appoint three council members to serve as the Appeal Board.

13.4.2 APPEAL HEARINGS

The appeals hearing will be an informal procedure. Formal or judicial procedures such as rules of evidence, objections to testimony or objections and testimony or objections to introductions of documentary evidence or challenges of witnesses by either party will not be allowed.

The Appeals Board shall open the hearing as soon as possible after the appeal is filed, normally within five workdays to obtain evidence and testimony. The Board will interview both parties and their witnesses and accept documentary evidence.

The Appeals Board may go into closed session any time it determines this is necessary. It will continue the hearing until such time in which it is satisfied that it has enough information on which to reach a decision. The Board will then go into closed session until such time as the decision is reached. The Board should attempt to complete the administrative hearing in one day.

For all decisions, a majority vote of the board members prevails. Verbatim transcripts or summaries of testimonies are not required.

The Appeals Board will submit its written findings and decisions to the Human Resource Department as soon as possible following the close of the hearing. The Human Resource Department will implement the decisions.

13.5 LAYOFF

The Manager may lay off employees for lack of work, budgetary restrictions, reorganizations or other changes that have taken place.

13.6 RESIGNATION

An employee should provide a minimum of two weeks' notice of resignation. As much time as possible is encouraged.

13.7 SCHEDULE OF OFFENSES

1. Failing to work assigned hours, including overtime;
2. Quitting work, wasting time, loitering, or leaving assigned work area during work hours without permission;
3. Being absent without permission or leave (AWOL);
4. Taking more than specified time for meals or rest periods;
5. Failing to meet required standards of productivity of workmanship to include inefficiency or incompetence in the performance of duties. This may be evidenced by an employee not responding favorably to progressive disciplinary action;
6. Disregarding job duties by loafing or neglecting work during working hours;
7. Chronic Tardiness or absenteeism;
8. Leaving your post at the end of the scheduled shift without being relieved by the Supervisor or the incoming employee;
9. Violating a safety rule or safety practice;
10. Failing to report a vehicle or equipment accident in which the employee was involved in while on the job to supervisor.
11. Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, distracting the attention of others, catcalls, demonstrations on the job, or similar types of disorderly conduct; and
12. Creating or contributing to unsafe and unsanitary conditions or poor housekeeping.
13. Use or possession of another employee's tools or equipment without their consent.
14. Failure to follow any internal policies & procedures.
15. Failing to maintain a level of professionalism and courtesy towards citizens.
16. Threatening, intimidating, coercing, or interfering with fellow employees or supervisors at any time;
17. Sleeping during working hours unless otherwise provided in the Fire Service;
18. Gambling, lottery, or engaging in any other game of chance at City work stations at any time;
19. Making or publishing false, vicious, or malicious statements concerning any employee, supervisor, or the City;

20. Careless mistakes that affect or could affect the safety of City Personnel or bystanders or damage city property;
21. Distributing or posting unauthorized printed material on City premises;
22. Vending, soliciting, or collecting contributions for any purpose whatsoever at any time on City premises unless properly authorized by City Council;
23. Receiving from any person any fee, gift or other valuable in the course of work, when such fee, gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that afforded other persons.
24. Loss of certification required to perform job duties.
25. Provoking or instigating a fight, or fighting at any time on City property;
26. Wanton and willful neglect in the performance of assigned duties;
27. Deliberate misuse, destruction, theft, or damage of City or employee property;
28. Falsification of personal or City records, including employment applications, accident reports, work records, purchase orders, time sheets, or any other report, record, or application.
29. Making false claims or misrepresentations in an attempt to obtain sickness, accident benefits, or Workers' Compensation benefits;
30. Refusal to perform work assigned or to comply with written or verbal instructions of the supervisory force;
31. Unauthorized use or display of firearms, explosives, or weapons on City property;
32. Proven incompetence or inefficiency in the performance of assigned duties;
33. Arrest for a crime while either on or off the job;
34. Concerted interference or restriction of production in or about the City's work stations, including, but not limited to, instigating, leading, or participating in any walkout, strike, sit down, slowdown, or refusal to return to work;
35. Use or sale of illegal drugs or narcotics;
36. Reporting to work or working under the influence of alcohol; and/or violation of the City of Hoschton Alcohol and Controlled Substance Policy.
37. Theft or unauthorized removal of City property from City locations or from a fellow employee.

LINE #12

Qualifying Fees for the 2023 Municipal
Election

RESOLUTION 2023-003

QUALIFYING FEES FOR THE 2023 MUNICIPAL ELECTION

WHEREAS, the City of Hoschton shall conduct its regularly scheduled election on November 7, 2023 to fill terms that will expire on December 31, 2023; and

WHEREAS, the Georgia Election Code requires the qualifying fee to be set at three percent of the total gross salary of the office paid in the preceding calendar year including all supplements authorized by law if a salaried office; and

WHEREAS, the Georgia Election Code also requires the qualifying fee to be published no later than February 1st; and

WHEREAS, the qualifying fee formula was applied to salary information provided by the appropriate representatives from the City of Hoschton.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body hereby authorizes the City Clerk to publish the qualifying fees as shown below in the legal organ no later than February 1, 2023.

POSITION	QUALIFYING FEE
Mayor	\$360.00
Council Member, Post 2, 4 & 5	\$180.00

BE IT FURTHER RESOLVED THAT the City Clerk's Office is authorized to conduct qualifying August 7,8,9, 2023 in compliance with the Georgia Election Code.

Adopted this _____ **day of** _____, **2023.**

Lauren O'Leary, Mayor

This is to certify that I am City Clerk of the City of Hoschton. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Jennifer Kidd-Harrison, City Clerk