

# DRAFT

## **NOTE:**

***ITALICS MEANS THE COUNCIL HAS DISCRETION TO CHANGE.***

**SHADING MEANS STILL NEEDS WORK FROM STAFF.**

## **Chapter 2 - Employment**

### **EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of Town of Urbanna to provide equal opportunity in employment and to administer employment policies without regard to race (including traits historically associated with race), color, religion, national origin, sex, pregnancy, childbirth, and medical conditions related to pregnancy/childbirth (including lactation), sexual orientation, gender identity, disability, marital status, military status (including active duty, veteran, or dependent), age, any other protected class.

This policy applies to every aspect of employment practice including, but not limited to the following:

- A. Recruiting, hiring and promoting in all job classifications without regard to race, (including traits historically associated with race, including hair texture, hair type, and protective hairstyles), color, religion, gender, gender identity/expression age, national origin, veteran status, political affiliation pregnancy or disability, except where such a factor can be demonstrated as a bona fide occupational qualification.
- B. All decisions for hiring or promotions are based upon each individual's qualifications for the position to be filled.

All other personnel actions such as compensation, benefits, transfers, corrective action, layoffs, terminations, training, and assignments, will be administered without regard to race (including traits historically associated with race). It is the policy of the Town to ensure equal employment opportunity for all employees and appointed representatives. This commitment includes a mandate to promote and afford equal treatment and services to all citizens, employees and Town representatives. The Town ensures equal employment opportunity based on ability and fitness, to all persons regardless of race, religion, color, creed, national origin, sex, marital status, age, or the presence of any sensory, mental, or physical disability unless such disability effectively prevents the performance of the essential duties required of the position and which are bona fide occupational qualifications which cannot be accommodated without undue hardship.

The goals and objectives of the Equal Employment Opportunity Policy are to:

1. Ensure fair treatment and non-discrimination in Town hiring, employment, appointments and service on Town boards and commissions.

2. Provide compliance with State and Federal equal opportunity requirements and regulations.
3. Provide a basis for encouraging those who do business with the Town to practice Equal Employment Opportunity.

The Town Administrator is the Equal Opportunity Officer (EEO). He/She will ensure compliance with the Equal Employment Opportunity Policy. The Officer will advise and assist staff and supervisory personnel in all matters regarding implementation of and compliance with the Equal Employment Opportunity Policy.

The Town is committed to building a diverse workforce which reflects the face of the community we serve, honors and respects the beneficial and worthwhile differences and abilities of all our employees and residents, and provides employees with opportunities, tools, and support to achieve their maximum potential.

Equitably managing a diverse workforce is at the heart of equal opportunity. Valuing beneficial and worthwhile differences among cultures and races is the basis for a policy of inclusion.

Diversity recognizes and respects a multitude of differences, which employees bring to the workplace. Diversity may complement organizational values that stress teamwork, leadership, responsibility, and quality service. Diversity means striving to maintain an environment in which supervisors value the worthwhile differences in their employees and take steps to ensure that employees know they are valued individuals.

The Town will observe the policies and practices outlined below:

1. Town of Urbanna will not discriminate in employment on the basis of race (including traits historically associated with race), color, religion, national origin, sex, pregnancy, childbirth, and medical conditions related to pregnancy/childbirth (including lactation), sexual orientation, gender identity, disability, marital status, military status (including active duty, veteran, or dependent), age, any other protected.
2. Town of Urbanna will make employment decisions based on job-related criteria and will provide opportunities for entry and promotion into positions where appropriate.
3. Town of Urbanna will ensure a workplace free of all forms of harassment.
4. Town of Urbanna will develop a procedure for prompt, thorough and impartial investigations of discrimination or harassment complaints and will take appropriate measures to provide remedy or relief to individuals who have been victims of illegal discrimination, harassment or false accusations thereof.
5. The Town Administrator will evaluate the effectiveness of our diversity policy. By creating a workplace where everyone can work towards their maximum potential, the Town will be better able to retain quality, productive employees who will provide excellent services to our residents.

## NON-DISCRIMINATION

The Town of Urbanna is committed to promoting and affording equal treatment and service to all citizens and to assure that all applicants are assured equal employment opportunity without regard to race (including traits historically associated with race, including hair texture, hair type, and protective hairstyles), color, religion, national origin, sex, pregnancy, childbirth, and medical conditions related to pregnancy/childbirth (including lactation), sexual orientation, gender identity, disability, marital status, military status (including active duty, veteran, or dependent), age, any other protected. The Town shall operate within the principles of equal employment opportunity and affirmative action guidelines set forth in Federal, State and local laws and regulations.

All activities relating to employment including recruitment, testing, selection, promotion, training and termination shall be conducted in a nondiscriminatory manner.

The Town of Urbanna will cooperate fully with all organizations and commissions organized to promote fair practices and equal employment opportunity.

An employee may be terminated if he or she becomes physically or mentally unable to perform the duties of the position. However, any such action shall be taken in a manner that complies with the requirements of the Americans with Disabilities Act.

## TYPES OF EMPLOYMENT

All Status of employees, whether in probationary status or not, are employees at will.

### Classifications and Definitions

- A. **Exempt Employee** – an employee who occupies a position which is exempt (not eligible) from the overtime provisions of the Fair Labor Standards Act due to executive, administrative or professional exemptions. Full-time, part-time, and temporary employees may be exempt.
- B. **Non-Exempt Employee** – an employee who occupies a position which is non-exempt; and is subject to wage and hour laws, i.e. overtime pay provisions of the Fair Labor Standards Act. Full, part-time, and temporary employees may be non-exempt.
- C. **Full-time Employee** – an individual hired on either an exempt or non-exempt basis for an established position for an indefinite term who is expected to work a minimum of (35) thirty five hours a week.
- D. **Part-time Employee** – an individual hired on either an exempt or non-exempt basis for an established position for an indefinite term who is expected to work an established period of time that is less than (35) hours per week.
- E. **Probationary Employee** – a full-time or part-time employee who has worked for Town of Urbanna for less than (6) months.

F. **Temporary/Seasonal Employee** – an individual hired on a term basis, *e.g.*, day, week, period of months or on a project basis.

Employee compensation shall be stated in terms of monthly salary or hourly wage. Entitlement to employee benefits shall be as provided in Section 4 – “BENEFITS”.

### ***WORKING HOURS***

The normal working hours for employees are seven (7) hours, from 8:30 a.m. to 4:30 p.m., with one hour unpaid lunch. Lunch hour is generally designated to be 12:00 p.m. to 1:00 p.m.; however, the lunch period will be scheduled to allow for continuous staffing of all offices with at least one person. This does not include personnel engaged in shift work. Employees are expected to be at their work location and ready to begin work at the beginning of their work schedule.

The Town Administrator shall schedule all lunch breaks.

The standardization of working hours is necessary to provide:

- a. Continuity in access by and service to the citizenry.
- b. Facilitation of teamwork.
- c. Facilitation of supervisory assistance.

Occasions may arise when service to the citizens can be improved through the adjustment of an employee's work hours. The employee shall obtain approval of the Town Administrator for the adjustment in work hours. Individual requests for adjustment of working hours for personal reasons must be evaluated in consideration of the effect on the criteria enumerated in items A-C above.

Advanced notice of anticipated tardiness is expected; notice of unavoidable tardiness is expected when possible. Failure to do so will be construed as an unexcused absence, and the time missed will not be paid. Tardiness must be made up during the pay period in which it occurs. Notification by another employee, friend, or relative is not considered proper except in an emergency situation where the employee is physically unable to make the notification.

Daily attendance records will be maintained; including date and time absent and reason for absence. Attendance shall be a consideration in determining promotions, transfers, satisfactory completion of probationary periods, and continued employment with the Town. Frequent tardiness or other attendance irregularities shall be cause for disciplinary action.

Hours for part-time and certain other employees may vary from the normal office hours noted above due to the nature of their duties and will be determined by the Town Administrator.

### ***NEPOTISM***

It is the Town's policy that immediate relatives will not be employed in regular full-time or regular part-time positions where:

1. One relative would have the authority to supervise, appoint, remove, discipline or evaluate the performance of the other.
2. One relative would be responsible for auditing the work of the other.
3. Other circumstances exist which would place the relatives in a situation of actual or reasonably foreseeable conflict between the Town's interest and their own.

Current Employees: As of the date of this policy, anyone in a position stated above in number one (1), shall abstain from a voting and/or decision-making situations involving his/her subordinate relative.

Where necessity requires the limitation of employment opportunity of spouses, the means chosen to meet the necessity shall be those, which have the least adverse impact on spouses or members of either sex. For example:

The exclusion should be limited to the job, or department where the reason for exclusion exists, and should not bar the person from the whole work force, unless the reason applies to the whole work force. When it is necessary to exclude a person because of what his or her spouse does, then the employees will be asked to determine which spouse shall keep the job. The Town may require one spouse to quit 60 days after marriage if they become in violation of this policy and a mutually agreeable solution cannot be reached between the Town and the employees.

### ***PROBATIONARY PERIOD***

All employees placed in new full-time and part-time positions must serve a twelve month period of probation. Employees that transfer to a new position must also serve a twelve month period of probation.

The probationary period is designed to give the employee time to learn the position and to give the supervisor time to evaluate the employee's potential and performance. During the established probationary period, the Town reserves the right to terminate the probationary employee's service on the basis of unsatisfactory performance or on the basis of other reasons deemed sufficient by the Town.

At the end of the probationary period, the employee is formally evaluated and provided written documentation of progress. It is expected that informal evaluations will be conducted during the course of the probation period to assess performance and to advise employees of expectations regarding performance. Significant job deficiency(s) shall be documented in the employee's personnel file. These evaluations provide the necessary justification for retention of the person as a regular employee.

Under unusual circumstances, the probationary period may be extended. This is only after an evaluation of the situation, the employee's abilities, and demonstrated potential. Probation extension is done only upon recommendation of the department supervisor in consultation with the Town Administrator.

If the employee successfully completes the probationary period, he/she shall be informed that he/she is now a regular employee. The department supervisor will accomplish this with the approval of the Town Administrator. A letter terminating the probationary period and extending full-time regular status shall be given to the affected employee and a copy will be forwarded to the Personnel office.

When an employee is hired, he or she becomes eligible to begin accruing leave time. New hires are eligible for Health Insurance on their first day of employment. If an individual has been transferred or promoted within the Town, he or she remains eligible for all fringe benefits included with the previous position.

If a transferred or promoted employee fails to achieve satisfactory performance in the new position, he or she will be given priority for the first position opening similar to the one previously held if the employee's performance in the previous position was satisfactory. If an employee had not performed satisfactorily in the previous position or a suitable position is not available, termination from Town employment will occur.

If an emergency arises during an employee's probationary period, which requires a leave of absence, such time off, if granted, will not be considered as time worked.

#### ***REHIRING OR REINSTATEMENT***

If an employee leaves Town service in good standing and is rehired into the former position within a year after separation, the employee may be reinstated at his or her previous salary rate. Vacation and sick leave eligibility will be based on previous Town service.

If an employee is hired into a different kind of position or if the employee was gone for a year or more, the employee would be regarded as a new employee and be required to serve a new probationary period.

Vacation and sick leave would be accumulated as if the employee were a new employee.

#### ***PROMOTION, TRANSFER, VOLUNTARY DEMOTION***

The Town encourages internal promotion. An employee may apply for a transfer to another position at the same or lower salary rate. For promotion, transfer and voluntary demotions, the employee will need to complete a Town employment application, even though the employee are already a Town employee. If a test is given to other applicants, the employee will be given the same test.

Employees who are promoted, transferred or demoted will serve a new 12 month probationary period, but will not lose regular status benefits already gained through service with the Town.

#### ***PERFORMANCE EVALUATION:***

Probationary Employees. Employees on introductory employment status may be evaluated at the midpoint of such status and two weeks prior to the end of the introductory employment period, at which time the employee shall be advised of his/her status (regular or terminated).

## ***Performance Appraisals***

The work of each employee will be evaluated at least annually by the Town Administrator. The Town Administrator will meet with the employee to discuss the year's performance. A written report of the appraisal will be prepared with a copy provided to the employee being appraised and a copy for the personnel files. If the employee believes that the report is unfair or incorrect, he or she may prepare comments to be attached to the Town Administrator's appraisal report.

## ***Function of Performance Evaluations:***

The functions of the employee performance evaluation are: to provide probationary employees with timely reports of their progress and allow for correction of deficiencies; to provide all employees with positive recognition of strengths and special abilities and an opportunity to improve deficiencies; to provide an ongoing performance record which may become part of documentation used in making personnel actions; to provide employees with an opportunity to discuss ways and means for improvement; and to cause current job descriptions to be formulated and/or maintained.

## ***PERSONNEL RECORDS***

All personnel records are confidential. Although the Town of Urbanna is required to comply with valid court orders and other government requests directing the Town to provide information from an employee's personnel records, generally speaking, without specific written authorization from the employee, only job title, salary, and verification of employment dates will be released.

When an employee moves, changes telephone numbers, or has other changes in personal information, the Town Administrator shall be informed of such changes so records can be kept accurate and up-to-date.

An employee may review your personnel records by scheduling an appointment with the Town Administrator. Such review will occur under the supervision of the Town Administrator. Any concerns regarding the completeness or accuracy of the information contained in a personnel file should be taken up with the Town Administrator. If an employee does not feel the information contained in his or her file is accurate or relevant, the employee may place a statement in the file. Examination of personnel files will generally be limited to normal business hours.

The Town maintains personnel records on each employee. These records contain legally required information and other helpful personnel data.

Employees must keep confidential records up-to-date by notifying the Town Administrator of:

1. Change of address, email address or home phone number.
2. Change of person to be notified in case of accident or emergency.
3. Change in your legal name.
4. Change in your marital status.
5. Change of beneficiary.
6. Change in state or federal withholding deductions.

7. Change of banking information

8. Change of contributions

***CONFLICT OF INTEREST:***

Employees must avoid situations that might cause their interests to conflict with the Town or might compromise the Town's integrity and reputation. A conflict, or the appearance of one, occurs when an employee or an immediate family member uses the position at the Town for personal benefit through an investment, association, or business relationship that interferes with the employee's ability to exercise independent judgment on behalf of the Town. An example would be having a financial interest in, or being employed by, any company that is a customer or supplier of the Town or in any way could be subject to any proposal or permit arising from the employee's official duties.

Full-time employees are discouraged from accepting second jobs, whether self-employment or otherwise. All employees holding or considering second jobs must obtain permission from the Town Administrator in order to ensure that the job will not create a conflict of interest or interfere with the proper performance of the employee's duties. At no time will an employee be permitted to conduct secondary employment duties during Town work time. Failure to comply may be grounds for discipline leading up to and including termination.

Employees must not solicit or accept gifts, gratuities, favors, discounts or price breaks, entertainment, loan or any other thing of monetary value from any person, organization or group with which he or she has official, enforcement or regulatory relationships. (These limitations are not intended to prohibit the acceptance of product samples or other unsolicited articles of less than \$25 in value or of vendors' favors or door prizes at conferences, and of employee discounts which are distributed to all employees, not to prohibit the acceptance of small seasonal gifts to front-line employees without authority to change service levels or decide who receives services. The limitations are also not intended to prohibit employees from accepting unsolicited social courtesies which promote good public relations nor to prohibit employees from obtaining loans from regular lending institutions.)

***TELEWORK POLICY:***

It is the policy of the Town to promote general work efficiencies by permitting departments to designate employees to work at alternate work locations for all or part of their workweek. The intent of this policy is to promote telework as a means of achieving administrative efficiencies (e.g. reducing office and parking space, adhering to health related emergencies, supporting Continuity of Operations plans, and sustaining the hiring and retention of a highly qualified workforce by enhancing work/life balance.

**General Provisions:**

The Town Administrator is responsible for managing the affairs and operations of the Town departments. Under this policy, the Town Administrator has the discretion to develop telework programs that support the Town and its mission; to designate positions that are



eligible for full- time, intermittent, or occasional telework; and to designate and approve employees for telework.

### **Conditions of Employment:**

Telework assignments do not change the conditions of employment or required compliance with policies. To the extent possible, the Town Administrator and the employee should mutually agree to telework arrangements. However, the Town Administrator may establish telework as a condition of employment based on the Town's business needs.

### **Compensation and Benefits:**

An employee's compensation and benefits will not change as a result of telework arrangements.

### **Hours of Work:**

The total number of hours that employees are expected to work will not change, regardless of work location. Employees agree to apply themselves to their work during work hours. Department heads must ensure that procedures are in place to document the work hours of employees who telework, in particular ensuring compliance with the Fair Labor Standards Act. Departments heads may require employees to report to a central workplace as needed for work-related meetings or other events or may meet with employees in the alternate work location as needed to discuss work progress or other work-related issues.

### **Eligibility for Telework:**

Determinations of telework eligibility should be focused on the work and the ability of the employee to effectively perform work duties at the alternate work location. The Town Administrator shall use the employee's normal performance as an indicator to determine ability for remote work.

### **Telework for unplanned or temporary circumstances:**

Telework for unplanned circumstances such as school closings, family illness, etc., may be approved. The Town Administrator may exercise discretion in determining whether an employee can accomplish at least some part of his/her duties from the telework site in such a situation and when leave should be used instead.

### **Telework temporarily in a different geographic location:**

Employees must receive approval from the Town Administrator to temporarily shift their telework site to a different location from the one approved. The temporary change in telework location should be in writing and should outline the new location, dates of the temporary change and any other expectations. This approval is intended for temporary arrangements.

419     **Use of Leave:**

420  
421     Telework is not intended to be used in place of paid leave. The Town Administrator may  
422     determine whether or not it is appropriate to offer telework arrangements.

423  
424     **Workers' Compensation Liability:**

425  
426     The Town may be liable for job-related injuries or illnesses that occur during employees'  
427     work hours in their alternate work locations. The work area shall be a designated space  
428     organized appropriately for work. The area should be free of trip hazards such as cords  
429     and other distractions. Work shall be performed from a proper desk, or other such area.  
430     The workspace should be arranged with equipment that supports proper ergonomics.

431  
432     •   **Equipment and Materials:**

433  
434     The Town may provide equipment and materials needed by employees to effectively  
435     perform their duties. In cases where full-time telework is a condition of employment, the  
436     Town should provide the necessary equipment and materials. The Town shall make sure  
437     all equipment issued for remote work is properly secured and safe to connect to the Town's  
438     networks.

439  
440     Town-owned or issued equipment may be used only for authorized Town purposes by authorized  
441     employees. Employees are responsible for protecting Town-owned or issued equipment from  
442     theft, damage and unauthorized use. Town-owned or issued equipment used in the normal course  
443     of employment will be maintained, serviced and repaired by the Town. Departments should  
444     stipulate who is responsible for transporting and installing equipment and for returning it to the  
445     central workplace for repairs or service. When employees are authorized to use their own  
446     equipment, the Town will not assume responsibility for the cost of equipment, repair or service.

447  
448     •   **Costs Associated with Telework:**

449  
450     Departments are not obligated to assume responsibility for operating costs, home maintenance or other  
451     costs incurred by employees in the use of their homes or alternate work locations for telework.  
452     Departments may use appropriated funds for telework costs if there is a business need.

453  
454     •   **Documentation of Work Performed:**

455  
456     Employees should be able to provide documentation of work performed remotely if  
457     requested.. Employees working remotely will be required to complete timesheets daily.

458  
459     •   **Other Considerations:**

460  
461     The employee must have high speed internet at their home in order to perform work  
462     remotely. Telework is not a replacement for dependent care, such as children and parents.  
463     A camera is expected to be used for all virtual meetings and therefore a professional  
464     appearance will be required.

465  
466                     **Compensation**

## **PAY**

The total compensation of employees consists of the regular salary and applicable overtime pay for full-time employees, the employer's contributions to employee benefits, holiday pay, and various forms of leave with pay. Part-time and temporary employees may also receive leave in certain circumstances. Leave policies, found in Section VI, should be reviewed.

The Town is committed to complying with the wage and deduction requirements of the Fair Labor Standards Act (FLSA). If you believe that there is an error or improper deduction in your paycheck, report this to the Human Resources Director. An employee's questions will be promptly investigated and corrected as necessary. The Town will make a thorough effort not to repeat the error.

Annual salary is the amount paid per year, not counting overtime.

Employees are paid bi-monthly. There are 24 pay periods in the year.

If a payday falls on a holiday, the day of pay shall be the last working day preceding the normal payday.

Direct deposit is recommended for all personnel. Employees receive a direct deposit statement showing earnings, deductions, vacation and sick leave balances for the covered period. Employees can obtain a live check if requested in writing to payroll.

## **COMPENSATORY TIME/OVERTIME**

The Town's overtime policies follow those established under federal law, called the "Fair Labor Standards Act" (FLSA). Under FLSA there are two (2) categories of workers: "non-exempt" and "exempt". Job descriptions outline a position's status as either "exempt" or "non-exempt". Every employee must get prior approval from the Town Administrator before working any hours over regularly scheduled hours in any given work week.

Exempt employees may accrue up to a maximum of a total of 140 hours of compensatory time. Upon separation from employment with the Town, there shall be no payment for any compensatory time accrued by an exempt employee.

Positions that require an employee to be available after hours will be paid time and a half.

**Non-exempt:** It is the policy of the Town to grant compensatory time off in lieu of overtime pay to all non-exempt employees for all hours worked in excess of 40 hours per week. Compensatory time off will be granted at the rate of one-and-one half hours for each hour worked in excess of 40 hours per week.

Non-exempt employees may elect whether to be paid overtime, or to receive compensatory time. Non-exempt employees shall be permitted to use their compensatory time within 6 months of when the time is accrued. If the compensatory time is not used, it shall be paid as overtime to the non-exempt employee.

514  
515 ***INTERIM APPOINTMENTS/PROMOTIONS***  
516

517 The Town Administrator may make temporary assignments for a specified time or assignment as  
518 necessary. Such appointments are made on an "acting" basis and the employee returns to his or  
519 her regular position upon completion of the assignment. The Town Administrator sets the actual  
520 salary for "acting" appointments. Supplemental pay may apply in certain instances.

521  
522 Employees who are promoted will be subject to the standard probationary period for the new  
523 position.

524  
525 ***DEMOTIONS:***  
526

527 An employee reassigned to a position in a lower classification regardless of the reason  
528 (disciplinary, in lieu of layoff, for reasons of disability or incapacity, department reorganization,  
529 etc.) will receive a cut in pay commensurate with the nature of the demotion as determined by the  
530 department supervisor in consultation with the Town Administrator.

531  
532 Demotions do not change the person's date of hire.

533  
534 No employee shall be demoted to a position for which said employee does not possess the  
535 minimum qualifications.

536  
537 An employee being demoted shall be notified two weeks prior to demotion except in emergency  
538 situations.

539  
540 Any demotion to prevent layoffs may be revised when the employee's previous position is  
541 reopened.

542 Persons demoted to new positions will be subject to the standard probationary period for the new  
543 position.

544  
545 Employees in position classifications which are downgraded (or upgraded) in salary to reflect  
546 changes in market conditions will retain their existing anniversary date.

547  
548 ***SUPPLEMENTAL PAY***  
549

550 1. Supplemental pay for working out of classification is provided as monetary recognition to  
551 an employee for the assumption and performance of duties normally performed by another  
552 employee.

553  
554 2. The assumption and performance of the duties of the other position may encompass the full  
555 range of responsibilities of the other position, or those additional duties may be divided  
556 among several employees. This shall not apply to temporary assignments which are made  
557 pursuant to prior mutual agreement between the employee and his or her immediate  
558 supervisor for the purpose of providing a training opportunity to the employee, for a  
559 mutually agreed upon period of time.

3. The performance of such duties must be for an extended period of time, wherein a need exists to fulfill the duties and responsibilities of the vacant position. An extended period of time is generally considered as an assumption of duties and responsibilities that will last in excess of five business days.
4. When the temporary assignment is completed, the employee's salary will be readjusted to its previous level. The employee's date of hire and anniversary date will remain unchanged throughout the temporary assignment.

### ***TIME SHEETS***

Time Sheets are to be completed by all employees. The time sheet shall include: employee name; department; pay period; hours to be compensated broken down on a daily basis into hours worked; holiday time; sick leave; compensatory time; vacation; leave without pay; etc; employee signature; and supervisor's signature. Time sheets must be submitted to the Town Administrator every two weeks. The Town Administrator shall approve each time sheet and the Town shall retain a copy of the time sheet.

The Treasurer shall compute earnings as well as deductions. A memo from the Town Administrator shall state changes in rate, position, and status. The memo shall be made a part of the personal history record of the employee. No salary change shall be implemented unless approved by the Town Administrator.

The Town shall maintain payroll records for the amount of time required by the Library of Virginia's Retention Schedule.

Falsification of time records for payroll purposes is reason for discipline as per the Policy on "Employee Relations and Conduct" in Section 6.

### **PAY STUBS AND PAYROLL DEDUCTIONS**

Besides showing the amount of pay and leave balances (full-time personnel), each pay stub shows amounts for the calendar year in different categories, such as:

- A) State and federal taxes
- B) Social Security and Medicare
- C) Optional Group Life Insurance (VRS)
- D) Excess Group Life
- E) Health insurance
- F) Garnishments and Tax Liens
- G) Credit Union or secondary bank accounts
- H) 457 contributions
- I) Annual leave and sick leave balances
- J) Contributions to other supplemental benefits

### **GARNISHMENTS**

#### **Definition:**

- 608
- 609           a. A legal proceeding whereby money or property due a debtor but in the possession
- 610           of another is applied to the payment of the debt owed to the plaintiff.
- 611           b. A court order directing a third party who holds money or property belonging to a
- 612           defendant to withhold it and appear in court to answer inquiries.
- 613

614 Notice of all garnishments will be forwarded immediately to the Personnel office.

615

616 By law, the Town is required to make the necessary deductions from the employee's wages and a

617 check for the garnished amount must be written and forwarded to the Creditor as directed.

618

619 The Town Administrator will notify the employee, in writing, that the garnishment has been

620 processed. Repeated garnishments may be considered cause for disciplinary action.

621

622 The employee will be notified that the third garnishment for separate indebtedness within a twelve-

623 month period may be cause for termination.

624

625 Garnishments may consist, in part, of child support ordered by a court of law, federal and state

626 taxes due, etc.

627

## 628 **DIRECT DEPOSIT**

629

630 Direct deposit is recommended for all personnel including members of Boards and Commissions

631 as well as Constitutional Officers and their employees. If you would like, your pay can be split

632 between two different banks and/or accounts. To begin automatic deposit, you must have with

633 you a deposit slip or voided check, fill out a direct deposit form and give them to the Personnel

634 office. If you should decide to leave Town employment, your final paycheck will not be

635 deposited automatically. Instead, a paper check will be issued and mailed to your address on

636 record in the Personnel office. Live checks are available upon request.

637

## 638 ***REIMBURSEMENT FOR PERSONAL VEHICLE USAGE***

639

640 If an employee must use his or her personal vehicle during work hours or for out-of-town travel

641 for Town business, the employee shall be reimbursed for mileage at the current IRS rate.

642 Mileage must be recorded on the mileage and approved by the Town Administrator. Employees

643 should submit reimbursement forms as soon as possible after the travel has taken place.

644

645 Due to insurance limitations, Town owned vehicles shall only be used to transport Town

646 employees or other individuals involved in an official Town work capacity. This requirement

647 will be waived for transport of persons in an emergency or life-threatening situation. Personal

648 use of Town owned vehicles is prohibited.

649

## 650 **Benefits**

651

### 652 **BENEFITS ELIGIBILITY**

- 653           a. Employees classified, as regular full-time shall receive all benefits provided by

the Town

- b. Part-time employees are not eligible for vacation, holiday, sick leave, bereavement or Town provided health insurance coverage.

## HEALTH INSURANCE

All full-time employees are eligible to receive individual/dual/family health insurance coverage. If the Town offers more than one type of plan, you will have the option to choose the coverage that best suits your needs. Your health insurance booklet contains detailed information about your insurance coverage. Please consult this booklet for details concerning the different types of coverage. If you have any questions, the Personnel office is available to help you.

Newly eligible employees must submit an enrollment form for The Local Choice on their first day of employment. Coverage in the health plan takes effect the first (1<sup>st</sup>) day of the first full month of employment.

The Local Choice rules for changes based on a qualifying mid-year event (QME) extend the time period to 60 calendar days to submit a request. A QME includes marriage, death, divorce, birth, adoption or placement for adoption. The appropriate documentation to verify the QME must be submitted to Human Resources i.e. legal marriage certificate, death certificate etc. See the individual circumstances below for specific information and requirements:

**Marriage:** Employees have 60 days from the date of the marriage to add their new spouse to health coverage. The coverage will be effective on the first of the month following the marriage or receipt of the form, whichever is later. If the employee gets married on the first day of the month, and we receive the enrollment form before that day, the change takes effect on the date of the marriage. In this example, if your coverage begins on the date of the marriage, you will be responsible for the new premium up front. In all other cases, the new premium will be payroll deducted from your check the month prior to when coverage begins.

**Divorce:** Employees have 60 days from the date of the divorce to drop an ex-spouse from their health plan. An ex-spouse must be removed from coverage the last day of the month in which the divorce is final, since the spouse lost eligibility for coverage when the final papers were signed. Remember to get your enrollment/change form submitted as soon as possible because you will still be responsible for the full premium until the change takes effect.

**Birth, Adoption or Placement for Adoption:** Employees have 60 days from the day their child is born, adopted or is placed for adoption, to add the child to the health plan. When the enrollment form is received by the Group Benefits Administrator within the 60-day time frame, the child will be added retroactively to the health plan on the first of the month of the birth, adoption or placement for adoption. It is very important for you to get your enrollment/change form submitted as quickly as possible. Should you decide to wait the 60 days to submit the enrollment/change form, you will be responsible for paying all premiums due retroactively to the date coverage began. This could result in an upfront cost to you (based on the rates in effect on July 1, 2025) of over \$1,700.

**Death:** Employees have 60 days from the date of death to remove the deceased from their health plan. The death certificate must be submitted to Human Resources.

The Town pays 90% of the individual premium, 64% of the dual coverage premium and 57% of the family coverage for all full-time employees. The employee portion is payroll deducted.

In cases where both spouses are employed by the Town, the Town will contribute only 90% of the full individual premium for each spouse regardless of the coverage selected.

Any changes to your coverage without a mid-year qualifying event, will have to wait until the open enrollment period, which typically occurs in May each year.

Enrollment/change forms are available from the Town Administrator.

## **HEALTH INSURANCE AFTER LEAVING EMPLOYMENT (COBRA)**

Under the Federal Consolidated Omnibus Budget and Reconciliation Act, or "COBRA", employees are eligible to continue health insurance at group rates for up to 18 months after employment. The employee is responsible for 100% of the Town's cost of both individual and dependent health insurance coverage. Notification of COBRA eligibility will be sent directly to the employee from the Town approved insurance provider. Employees should receive notifications within two weeks of termination of employment.

If a family member becomes ineligible for coverage under your policy (for example, through divorce or a child who is age 26), the family member may also purchase coverage at group rates for up to 36 months. The Town does not contribute toward the cost of this insurance. The rules governing COBRA are sometimes complex. Please visit the Department of Labor's website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa) for further information.

## **DENTAL INSURANCE**

The Town has two dental plans, 1) Comprehensive and 2) Preventative. Dental insurance is covered under the Town's current major medical insurance policy. When you enroll in the Town's major medical insurance plan, you have the choice between the two dental plans.

## **VISION INSURANCE**

Basic vision insurance is covered under the Town's current major medical insurance policy. When you enroll in the Town's major medical insurance plan, you are automatically enrolled in the vision plan at no additional premium.

## **SUPPLEMENTAL INSURANCE**

All full-time employees choosing not to enroll in the Town's major medical plan may choose to enroll in one or more supplemental insurance plans available at the time of employment. Samples of supplemental policies are: Dental, Vision, Long Term Disability, Short Term Disability, Weekly Income, Hospitalization and Cancer.



All premiums over and above the Town-paid supplement are the responsibility of the employee and will be payroll deducted.

These supplemental policies are also available to full-time employees enrolled in the Town's major medical plan; however, the Town does not contribute the Town-paid supplement towards such coverage. The employee is responsible for 100% of all premiums. Premiums may be payroll deducted.

The Town has a leave donation policy for employees in need of leave to cover an extended sickness or injury if the employee has exhausted all of their accrued leave. See Donation of Sick Leave in "Section 5 – Attendance & Leave" in this handbook.

## **RETIREMENT**

The Town provides a retirement plan for full-time employees who work at least 35 hours per week, under the Virginia State Public Employees Retirement System (VRS). The Town contributes to your retirement account at a rate set by VRS.

Employees are required to contribute 5% of your annual salary to your retirement account. Participation is mandatory.

For new full-time employees, membership in the Virginia Retirement System begins when you're hired. If you have active service credits earned when you previously worked for another Virginia VRS covered agency, this service should automatically transfer.

For more information about retirement benefits please visit the Personnel office or you may visit the Virginia Retirement System website at [www.varetire.org](http://www.varetire.org).

Remember: You may need to change your retirement plan beneficiaries if there are changes such as marital status, deaths, births or adoptions. The Personnel office has forms for changing beneficiaries.

## **HEALTH INSURANCE CREDIT PROGRAM FOR LOCAL GOVERNMENT EMPLOYEES**

All full-time employees, and future retirees, are covered by the Health Insurance Credit Program as provided in the Code of Virginia Section 51.1-1402.

The health insurance credit provides you with a reimbursement to assist with the cost of your health insurance premiums. The credit is a dollar amount set by the General Assembly for each year of service and is added to your monthly retirement benefit. It ends upon your death and cannot exceed the amount of your individual health insurance premium.

See [www.varetire.org](http://www.varetire.org) for more information and eligibility requirements.

## **LIFE INSURANCE (BASIC & OPTIONAL)**

All full-time employees are covered by a mandatory basic group life insurance policy through the Virginia Retirement System. The Town pays a portion of the basic group life insurance. The remaining portion is payroll deducted from your wages. The basic group life insurance benefit is equal to your annual salary rounded to the nearest 1,000 and then doubled. If accidental death should occur while employed, coverage then doubles again. Optional group life insurance is available to all full-time employees as well, through payroll deduction. You may choose up to eight (8) times your annual salary. Spouses and children may be covered as well.

When you sign up for life insurance you must name a beneficiary. If you marry or divorce, if your beneficiary dies, or if there are other changes, you may want to change the beneficiary.

#### **457 RETIREMENT PROGRAM (DEFERRED COMPENSATION)**

You may also contribute to a long-range retirement savings program called Deferred Compensation (IRS code 457). This is a well-rounded supplement to the Town's retirement plan. Contributions are federal and state tax deferred, as they are with a 401(k) program. Enrollment forms, change forms and informational brochures are available in the Personnel office. The Town does not contribute to this plan. Participation is voluntary.

#### **SHORT-TERM DISABILITY BENEFIT (HYBRID EMPLOYEES ONLY)**

- A. **Short-term Disability Plan** – Short-term disability (STD) is a component of the PTO plan that provides, in most cases, income replacement at 60% of an employee's base pay when an employee is unable to work due to an illness, injury, or disability. All PTO enrollees are eligible to participate in short-term disability at no cost to them.
- B. **Waiting Period for New Employees**—non-work-related disability has a one- year waiting period.
- C. **Exceptions to the waiting period** – The waiting period of seven calendar days will be waived for unexpected, catastrophic or chronic conditions.
- D. **Worker's Compensation Claim** – If the employee is unable to work due to a work-related injury, and worker's compensation benefits have been approved, the employee would be paid in accordance with the Town personnel policies; section 26.1; Worker's Compensation Insurance and no STD benefits would be due to the employee. If the employee has been denied worker's compensation for a work-related injury, the STD claim is subject to approval by the third party advice-to-pay vendor and if approved, there is a 7 calendar day waiting period before income replacement is paid. FMLA (Family Medical Leave Act) runs concurrent with any lost time workers compensation claim.
- E. **Filing a Claim** – It is the employee's responsibility to immediately initiate a claim form as soon as they believe they will be out of work for more than 7 calendar days in the event of a work-related illness, injury, or disability, but in no case shall it be later than the last day of the elimination period. Employees must contact the Town Administrators Office or their supervisor to begin the claim process through our third-party vendor. When possible, the medical certification should be submitted with the claim form;

however, the employee has a maximum of 15 days to submit the medical certification form.

- F. **STD Benefits** – Upon the advice to pay from our third party vendor, employees are eligible for the following income replacement for work-related illness, injury, or disability and non-work related disabilities for a maximum period of 125 working days:

**Income replacement for work-related disabilities**

Months of continuous service	Workdays of income replacement at 100%	Workdays of income replacement at 80%	Workdays of income replacement at 60%
Fewer than 60	0	0	125
60-119	85	25	15
120 or more	85	40	0

**Income replacement for non-work-related disabilities**

Months of continuous service	Workdays of income replacement at 100%	Workdays of income replacement at 80%	Workdays of income replacement at 60%
Less than 12	0	0	0
13-59	0	0	125
60-119	25	25	75
120-179	25	50	50
180 or more	25	75	25

Employees must use any remaining PTO to supplement STD to remain at 100% of their pay. In no instance shall the supplement exceed 100% of the employee's regular base pay rate. Employees will not accrue PTO while they are receiving benefits under STD. STD benefits are paid by the Town on regular Town paydays and are based on the employee's regular rate of pay. STD benefits are subject to state and federal withholdings in the year they are received. Deductions from the employee's pay check will continue. Town contributions will also continue as long as the employee is on STD. Employees receiving benefits from STD will receive VRS service and salary credit as defined in VRS guidelines.

\*VRS - Hybrid employees have the option to purchase a supplemental Short-term disability policy that will assist should their claim be denied or during the one year waiting period. These policies are offered through a third-party vendor and are available for payroll deductions.

- G. **Pre-existing Limitation** – There is no pre-existing condition clause.
- H. **Discontinuation of STD Benefits** – STD benefits will be terminated at the earliest of the events below:
- At the conclusion of the 125 working day STD maximum benefit
  - When an employee is no longer sick, injured, or disabled based on medical determination
  - Failure of the employee to provide medical certification of illness, injury, or disability
  - Termination of employment
  - The employee becomes deceased

- Failure of the employee to provide documentation that he continues to be unable to work due to illness, injury, or disability or any other required documentation
- Falsification of records or other fraud or misuse

I. **Return to Work** – When an employee who has been out on STD for his own serious health condition is ready to return to work, the employee will be required to present a statement from his health care provider certifying that the employee is medically able to return to work. If an employee returns to work prior to the end of the STD - 125 working day benefit maximum for less than 45 calendar days and becomes disabled again due to the original disability (a recurrence), STD benefits will resume without a new elimination period.

A recurring disability or a new disability occurring after a return to work of 45 or more calendar days will be deemed a new disability. This will result in a new STD claim, with a new elimination period before benefits apply.

If an employee is able to return to work on a modified or reduced schedule during the 125 work-day benefit period, a request for part-time STD benefits must be reviewed and approved. Once this has been approved, and during the 125 working day benefit period, wages for hours worked are paid and STD replaces the regular hours not worked at the 60% pay replacement level.

**Request for an Independent Medical Examination** – The Town Administrator's Office, may at any time request that the employee receiving STD report to a medical center of the Town's choosing for an independent medical review to provide a second opinion.

J. **Overpayments** – If STD benefits are overpaid for any reason, the Town has the right to recover the amount overpaid.

## **LONG-TERM DISABILITY (HYBRID EMPLOYEES ONLY)**

When an employee is not expected to be able to return to work at the expiration of STD benefits, LTD benefits will begin upon the expiration of the maximum period of 125 working days for which the employee receives STD benefits. The Town's third party vendor will be responsible for payment to the employee directly for any LTD benefits that they are eligible for.

A. **Maximum Benefit Period** – The following table will display the maximum benefit period for LTD:

Age at date of disability	Maximum benefit period
59 or younger	To Social Security normal retirement age (SSNRA)
60 through 64	5 years
65 through 68	To age 70
69 or older	1 year

- 915 B. **Military Disability Benefits Offset** – LTD benefits will not be offset for any military  
916 disability benefits received by the employee.
- 917 C. **Worker's Compensation Benefit Offset** – Any amount received by the employee from  
918 worker's compensation, including amounts for partial or total disability, will reduce the  
919 LTD benefit.
- 920 D. **Group Insurance Disability Offset** – Any amount received from another group  
921 disability plan provided by the employer will reduce LTD benefits provided through the  
922 PTO plan.
- 923 E. **Taxability** – The benefit is taxable since the employer pays premiums for the disability  
924 insurance. The third party vendor will provide appropriate income tax forms to the  
925 employee for the period in which they are on LTD.
- 926 F. **Employee Contributions** – The third party vendor will be responsible for collecting the  
927 required minimum 1% contribution for the defined contribution while the employee is on  
928 LTD. The third party vendor will submit those premiums to the Town for submission to  
929 VRS during such time as the employee is on LTD. The employee is eligible to remain on  
930 the employer's health and dental insurance and shall pay the entire premium (employee +  
931 employer portion) to the Town on a monthly basis as indicated by the Town.
- 932 G. **Retirement Benefit** – When the employee's 1% defined contribution is received, this  
933 ensures that the employee continues to receive credible compensation for their retirement.  
934 The employer will not contribute to the employee's retirement during such time as the employee  
935 is on LTD.
- 936 H. **Mental Disorder Limitation** – Mental disorders will not be limited under the policy
- 937 I. **Rehabilitation Incentive** – While the employee is participating in an approved  
938 rehabilitation plan, the LTD benefit will be increased by 10% of pre-disability earnings.
- 939 J. **Survivors Benefit** – If the employee dies while LTD is payable and the employee had  
940 been continuously disabled for 180 days, a lump-sum survivor benefit in the amount of  
941 three times the monthly benefit is paid.

## 942

### 943 SOCIAL SECURITY (F.I.C.A.)

## 944

945 When you reach retirement age as defined by the Social Security Administration, if you have  
946 stopped full-time work, you may be entitled to receive Social Security and Medicare benefits.  
947 These benefits are built up during your working years through Social Security taxes. These taxes  
948 are paid by you and the Town. Your taxes are deducted from your paycheck. For every dollar  
949 you pay toward Social Security, the Town pays an equal amount on your behalf.

950

951 In recent years, there have been changes in how Medicare works when an employee turns age 65  
952 and is covered by a group health insurance policy. Social Security representatives can best  
953 explain your options. You should apply 2-3 months before you reach the stated retirement age at  
954 your local Social Security Office.

955

956 In the event of your death, your eligible dependents may be entitled to apply for benefits. If you  
957 suffer a serious disability, which prevents you from working, you may be eligible for Social  
958 Security disability benefits. If your disability is long term, these benefits could be very important

to you.

For further information about disability, Social Security and Medicare benefits, contact your local Social Security Office.

## **WORKERS COMPENSATION INSURANCE**

### **Who is covered under Workers Compensation**

Under the Virginia Workers' Compensation Act (Act) an employee is defined to include every person in the service of another under any contract of hire, express or implied. An employer is the party with the right of direction and control over the employee and the work performed.

The Act states there are four elements of an employment relationship:

- 1) Selection and engagement of the employee;
- 2) Payment of wages;
- 3) Power of dismissal; and
- 4) Power of control of the employee's actions (direction and control)

Examples of power of control include supervision of daily work; deciding when and where work is performed; providing instruction on what job duties are to be performed; providing all material and tools to perform the job; and performing annual performance reviews. If it is the employer's right to direct and control the work performed, i.e. when the means and details of the service are controlled, rather than just the end result, the person will most likely be considered an employee.

#### **Independent Contractors**

An independent contractor (sole proprietor) is a party who makes a business of providing a certain service to several different customers. Independent contractors are not covered under the member's workers' compensation policy. The Act mandates employers (including independent contractors) with three or more employees have workers' compensation coverage.

#### **Inmate Labor**

Prisoners are specifically excluded under the Act. Inmate labor is when prisoners are not required to work but volunteer to work. The inmates work for various city/Town/state departments and in return receive a nominal amount of money (cents per hour), compensated based on a prison scale. The prisons/jails are responsible for keeping track and recording the time worked by the inmates. Supervision of the inmates is by an armed guard. The Virginia Supreme Court has opined an inmate cannot enter into a true contract of hire.

#### **Court Ordered Community Service**

Individuals who are required by court order to perform community service and do not receive any type of compensation or remuneration for their services do not meet the definition of an employee. A true contract of hire does not exist with community services workers; therefore, they would not be considered employees and not be covered. Community service workers are similar to prisoners, who are specifically excluded under the Act.

#### **Volunteers**

Volunteers do not meet the definition of an employee under the Act. True volunteers do not receive any type of compensation or remuneration of any kind for their services, and are not under the direction and control of a supervisor/employer, as defined by the Act. Volunteers are not

covered under the members' workers' compensation policy. If you call someone a volunteer and then provide something of monetary value in exchange for the volunteer duties, you run a risk of creating an employee-employer relationship. For example, if you have volunteers perform duties at a municipal golf course in exchange for reduced rates to use the course, this could create a workers' compensation exposure.

#### Participants in Member Administered Grant Programs

If a grant recipient is placed with the member and the member is providing the direction and control (supervision/training) over the grant recipient's work, the member does have a workers' compensation exposure for this individual, regardless of the fact that their pay is coming from grant proceeds. As mentioned, the main element considered when determining if an employee-employer relationship exists is power of control.

#### **WHAT TO DO WHEN AN ACCIDENT HAPPENS:**

**ALL NOTIFICATIONS OF AN ACCIDENT AS QUALIFYING AS A POSSIBLE WORKERS COMPENSATION CLAIM SHOULD GO TO THE EMPLOYEE'S SUPERVISOR FIRST AND THEN TO VRSA'S COMP/CARE ON-CALL AT 877-234-0898.**

Our first responsibility is the prevention of occupational injuries and illnesses. Despite our best efforts, injuries and illnesses do sometimes occur. Workers' Compensation provides benefits for an employee in the event of certain occupational illnesses, injuries or death.

#### **Reporting**

Employees are required to immediately report all workplace injuries, conditions or illnesses to their supervisor. All Incidents shall be reported no matter how insignificant or if medical treatment is necessary. If the immediate supervisor is not available, a report must be made to the Department Manager or the Town Administrator. Late reporting by the employee can result in delayed or denied workers compensation benefits.

The supervisor or Administrator shall immediately have the injured worker call CompCare On-Call, the nurse triage injury hotline: 877-234-0898 and report the claim. CompCare On-Call is available 24-7-365. Employees have the option of speaking with a registered nurse to receive treatment advice or simply report their claim. If the employee is unable to call CompCare On-Call or unwilling to call, the supervisor must make this call and report the claim on the employee's behalf by selecting Option 2. Ensuring claims are reported and reported timely is the supervisor's responsibility. After being notified of the incident, the supervisor has a maximum of ten days to report it to avoid the possibility of incurring a fine.

Delays in reporting may jeopardize the employees' rights under the workers' compensation law and subject Town of Urbanna to penalties, which can be assessed by the Virginia Workers' Compensation Commission. To avoid the possibility of a fine, occupational incidents shall be called into CompCare On-Call immediately upon the notification of a work-related injury or illness within 24 hours.

Claims will be forwarded to VRSA by CompCare On-Call. The supervisor will receive information concerning the receipt of the information regarding the incident by VRSA.

## **Panel of Physicians**

The Town of Urbanna has a Panel of Physicians for treating workers' compensation injuries and illnesses. The supervisor shall, immediately upon notification of a work-related injury or illness, provide the employee with the Panel of Physicians. The employee shall sign and date an acknowledgement of receiving the Panel of Physicians and the supervisor shall witness the employee's signature. The supervisor will retain the original signed panel and provide the employee with a signed copy. The Panel of Physicians shall be offered and provided to the employee, even if the employee does not intend to receive medical attention.

If the employee contacts CompCare On-Call and does not have the Panel of Physicians information, the person taking the report for CompCare can provide that information.

Treatment by a physician or medical facility outside of the panel will be at the employee's expense.

In the event of an emergency the employee may treat at the closest emergency facility. Once the emergency treatment is completed a panel physician must be chosen for follow up care.

All departments shall post a copy of the Panel of Physicians in a conspicuous location.

## **Medical Treatment**

An employee shall not utilize health insurance for situations believed to be work related unless the claim is denied.

CompCare On-Call will send a Medical First Report form to the panel physician selected by the employee for the physician to complete. The employee shall provide the completed form and any other return to work/out of work medical documentation to their supervisor following treatment, so the employer is aware of the employee's return to work capabilities or restrictions.

Immediately upon receipt all medical bills, reports and other medical correspondence shall be forwarded to VRSA. All medical facility inquiries shall be referred to VRSA.

Only VRSA has the authority to authorize treatment, testing, physical therapy, surgery, change in physician, second opinion, etc.

The employee shall cooperate with the Town of Urbanna workers' compensation administrator, Virginia Risk Sharing Association (VRSA). This includes supplying disability slips, medical information, keeping appointments etc. Additionally, the employee shall keep their supervisor advised of their work status and cooperate with return-to-work efforts

## **Prescriptions**

The supervisor shall complete and provide the employee with a first fill prescription form/letter. The employee will take this authorization to a participating network pharmacy and will be provided with a 10-day supply of medication at no cost. This authorization is valid for one-time use only. VRSA must authorize any additional medication prescribed beyond the first fill.

Should an employee incur the cost for any medication, a receipt, which includes the employee's name, prescribing physician's name, date of purchase, name of medication and cost of medication, may be submitted to VRSA for reimbursement consideration.

## **Wages and Leave**

When an employee is unable to report to work because of a work-related disability that is authorized by a panel physician and is the result of a compensable injury under the Virginia Workers' Compensation Act, the employee will receive full salary (minus normal payroll deductions) for the first seven (7) days of incapacity (weekends/holidays are included in the count and the days do not have to be consecutive). These first seven days of workers' compensation leave will not be charged to the employee's earned leave.

If the absence is longer than seven days, VRSA will provide compensation benefits in accordance with



the provisions of the Virginia Workers' Compensation Act.

When an employee is out of work over twenty-one days for a covered injury/illness, which disability is authorized by a panel physician, The Town of Urbanna will receive from VSRA compensation for the first seven days since payment in lieu of workers' compensation was made directly to the employee by VSRA. Because workers' compensation benefits are not taxable, the Town of Urbanna will make an adjustment to the employee's wages to deduct the amount received from VSRA from the employee's pay.

#### Accrued Leave

- 1) An employee on workers' compensation disability leave continues to earn applicable leave up to the six-month time limitation described below.
- 2) During the period of work-related disability, the employee is not eligible to access the Sick Leave Bank or utilize accrued leave in order to receive full salary benefits.

Work related disability will be designated under the Family Medical Leave Act (FMLA) and will run concurrently with workers' compensation benefits when the disability constitutes a "serious health condition."

While receiving workers' compensation benefits, any voluntary deductions are the responsibility of the employee.

The employee shall remain in contact with their supervisor; regarding their medical condition, anticipated return to work status and provide copies of disability slips.

Earned leave may be used for disability resulting from a denied workers' compensation claim and disability will be designated under FMLA, if the disability constitutes a "serious health condition."

#### **Return to Work – Light / Modified Duty:**

The Town of Urbanna shall make every effort to provide light/modified duty for employees with temporary restrictions resulting from a work-related disability. All light/modified assignments will be within the employee's medical capability and will adhere to the treating physician's recommendations. The light/modified assignment may or may not be in the same occupation, department, pay scale, hours, etc. as the employee was performing prior to the work-related injury or illness. Light/modified assignments are temporary and will be reviewed periodically to determine continued availability of the assignments.

- 1) An employee who refuses to accept light duty assignments approved by the treating physician may be ineligible for workers' compensation benefits and/or terminated from employment.
- 2) Light duty assignments are subject to the following conditions:
  - a) The treating physician's approval of light duty job description.
  - b) The availability of a light duty position within the department where the employee is regularly assigned.
  - c) The availability of a light duty position in another department if no light duty positions are available in the department where the employee is regularly assigned.
  - d) Timeframe: Light duty may be limited to a period. Extensions may be granted in consultation with the attending physician and the Town Administrator.
  - e) Light-duty procedure:
    - i) The treating physician or a vocational rehabilitation counselor will notify the claims administrator handling the employee's workers' compensation claim when the injured employee may return to a light duty work assignment. The date the employee can return and

the applicable job restrictions will be determined by the treating physician.

- ii) In the event a light duty assignment cannot be made within the employee's regularly assigned department, a light duty assignment may be within any department that has a job assignment meeting the light duty job restrictions. The department assigned the temporarily placed employee shall be responsible for the direct supervision of the assigned employee and shall furnish to the immediate supervisor of the employee's regularly assigned location all documents pertaining to that employee's time, attendance and performance in accordance with existing personnel regulations.

The employee shall accept any light duty assignment offered unless reasonable justification for the refusal is provided. Failure to do so may bar future workers' compensation benefits and/or result in termination of employment. Light-duty assignments shall terminate:  
If an employee refuses a light/modified assignment that has been approved by their treating physician and is within their capabilities, their workers' compensation benefits will be jeopardized.

## **SAFETY**

You are expected to give your full skill and attention to the performance of your duties using the highest standard of care and good judgment. You are also expected to always follow safety rules and regulations, including using appropriate protective clothing and equipment, attending any training sessions related to your job, and following the directions of supervisory personnel.

Safety rules and regulations will be issued or modified from time to time and will be effective immediately upon communication. General safety rules and regulations will be distributed to you and posted on employee-accessible bulletin boards. Departments will have specific job/task related rules and procedures that you are expected to know and follow.

## **ACCIDENT REPORTING RESPONSIBILITIES**

All job-related injuries or illnesses shall be reported to your supervisor immediately, regardless of severity. (In the case of serious injury, your reporting obligation will be deferred until circumstances reasonably permit a report to be made.) Failure to report an on-the-job injury or illness may preclude or delay the payment of any benefits you may be eligible for and could subject the Town to fines and penalties.

### **Employer's Responsibilities**

Each employer investigates the cause of every lost-time accident and determines the means in which to prevent recurrence. Employers are required to install any safeguards or take corrective measures indicated or found advisable.

### **Employees Responsibilities**

- Report all injuries, regardless of severity, to the supervisor immediately but no later than 24 hours. If the supervisor is not available, the injury must be reported to Town Administration before medical treatment is sought;
- Report and, if possible, correct all unsafe conditions or acts;
- Take all standard safety precautions to prevent injury;
- Follow all safety rules.

## **Medical Attention**

### **Injuries requiring emergency medical attention:**

Employee should go to the closest emergency room or urgent care facility.

Employee must submit to drug testing as allowed by the nature of the injury.

1194 Employee must give or send to their immediate supervisor and/or Personnel any paperwork received from the  
1195 Emergency Room.  
1196 Employee must select a physician from the approved panel of physicians as soon as the emergency care has  
1197 been completed.

1198  
1199 **Injuries not requiring emergency medical attention:**  
1200 Employee must select a physician from the approved panel of physicians.  
1201 Employee may be financially responsible for any medical treatment sought or received from a physician not on  
1202 the panel.  
1203 Employee must submit to drug testing as directed by their supervisor and/or Personnel.

1204  
1205 **All injuries**  
1206 Employee shall inform the physician/medical facility the injury is work related and the employer is Town of  
1207 Urbanna.  
1208 Employee must accept and cooperate with the medical services provided by the panel physician or on his  
1209 referral. Failure to do so may bar entitlement to workers' compensation benefits.  
1210 Employee must submit a doctor's status report on the injury after the first five consecutive calendar days of  
1211 absence to employee's supervisor and/or to Personnel and monthly thereafter if unable to return to work or within  
1212 the six month limitation.  
1213 Employee must submit a doctor's status report upon returning to work indicating release to duty with or without  
1214 limitations. A doctor's status report will be required after all follow up visits as well, and shall indicate release  
1215 to duty with or without limitations.

1216  
1217 Drug Testing  
1218 Town of Urbanna reserves the right to require employees to immediately submit to drug testing  
1219 whenever a work-related accident or injury is sustained, and it is deemed necessary by the the Town  
1220 Administrator based upon reasonable suspicion. Failure to submit to the mandatory drug testing may  
1221 result in disciplinary action or jeopardize workers' compensation benefits.  
1222 If referred for testing, it is mandatory the employee's supervisor drive the employee to and from  
1223 the testing center. At no time will any employee referred for substance abuse testing be permitted  
1224 to drive any Town-owned vehicle until test results are confirmed.

1225  
1226 Workers' Compensation and FMLA  
1227 The Family and Medical Leave Act (FMLA) leave time period will begin on the day of the injury and  
1228 run concurrently with the work-related disability until all FMLA leave has been exhausted.  
1229 You are expected to give your full skill and attention to the performance of your duties using the  
1230 highest standard of care and good judgment. You are also expected to always follow safety rules and  
1231 regulations, including using appropriate protective clothing and equipment, attending any training  
1232 sessions related to your job, and following the directions of supervisory personnel.  
1233  
1234 Safety rules and regulations will be issued or modified from time to time and will be effective  
1235 immediately upon communication. General safety rules and regulations will be distributed to you and  
1236 posted on employee-accessible bulletin boards. Departments will have specific job/task related rules  
1237 and procedures that you are expected to know and follow.

1238  
1239 Accident Reporting and Investigation

1240  
1241 All job-related injuries or illnesses shall be reported to your supervisor. The Supervisor must report

the illness or accident to VRSA immediately, regardless of severity. (In the case of serious injury, your reporting obligation will be deferred until circumstances reasonably permit a report to be made.) Failure to report an on-the-job injury or illness may preclude or delay the payment of any benefits you may be eligible for and could subject the Town to fines and penalties.

#### A. Employer's Responsibilities

1. Each employer is to investigate the cause of every lost-time accident and determine the means in which to prevent recurrence. Employers are required to install any safeguards or take corrective measures indicated or found advisable.

#### B. Employees Responsibilities

The employee shall:

1. Report all injuries, regardless of severity, to the supervisor immediately but no later than 24 hours. If the supervisor is not available, the injury must be reported to Town Administration before medical treatment is sought;
2. Report and, if possible, correct all unsafe conditions or acts;
3. Take all standard safety precautions to prevent injury;
4. Follow all safety rules.

See below for the correct procedures when reporting a workplace injury:

#### Notice of Accident

Employee must immediately report all work-related accidents to their supervisor whether or not an injury is apparent.

#### Medical Attention

##### 1) Injuries requiring emergency medical attention:

- a) Employee should go to the closest emergency room or urgent care facility.
- b) Employee must submit to drug testing as allowed by the nature of the injury.
- c) Employee must give or send to their immediate supervisor and/or Personnel any paperwork received from the Emergency Room.
- d) Employee must select a physician from the approved panel of physicians as soon as the emergency care has been completed.

##### 2) Injuries not requiring emergency medical attention:

- a) Employee must select a physician from the approved panel of physicians.
- b) Employee may be financially responsible for any medical treatment sought or received from a physician not on the panel.
- c) Employee must submit to drug testing as directed by their supervisor and/or Personnel.

3) All injuries

- a) Employee shall inform the physician/medical facility the injury is work related and the employer is Town of Urbanna.
- b) Employee must accept and cooperate with the medical services provided by the panel physician or on his referral. Failure to do so may bar entitlement to workers' compensation benefits.
- c) Employee must submit a doctor's status report on the injury after the first five consecutive calendar days of absence to employee's supervisor and/or to Personnel and monthly thereafter if unable to return to work or within the six month limitation.
- d) Employee must submit a doctor's status report upon returning to work indicating release to duty with or without limitations. A doctor's status report will be required after all follow up visits as well, and shall indicate release to duty with or without limitations.

Salary/Wage Benefits

- 1) Workers' compensation wage benefits are provided at the rate of two-thirds of the average weekly, pre-tax wage of the employee, subject to weekly maximum and/or minimum as approved by the Virginia Workers' Compensation Commission. This amount is not subject to payroll taxes.
- 2) Workers' compensation wage benefits are not payable during the first seven calendar days of incapacity. This period will be charged to the employee's accrued leave or recorded as Leave Without Pay. If the period of work disability continues for more than twenty-one consecutive calendar days and workers' compensation makes payment for the seven day waiting period, the leave used by the employee shall be reinstated and leave records adjusted accordingly, upon repayment to the Town for such leave.
- 3) Workers' compensation wage benefits will be terminated when the employee is released or returns to his pre-accident condition, refuses medical care or an offer of light-duty work, or the Award Order issued by the Virginia Workers' Compensation Commission is modified.
- 4) Employees on workers' compensation disability leave are financially responsible for voluntary payroll deductions, such as medical insurance premiums, credit union deductions, supplemental insurance premiums, etc.
  - a) Employees must make direct payments for medical insurance premiums and/or supplemental insurance premiums to Personnel by the first (1<sup>st</sup>) day of each month of absence.

b) All other deductions are the employee's responsibility.

#### Accrued Leave

3) An employee on workers' compensation disability leave continues to earn applicable leave up to the six-month time limitation described below.

4) During the period of work-related disability, the employee is not eligible to access the Sick Leave Bank or utilize accrued leave in order to receive full salary benefits.

Workers' compensation leave will run concurrent with FMLA.

Light Duty Program Light duty positions may be available for any employee qualified to receive workers' compensation wage loss benefits and medically determined to be able to return to work with restrictions that prevent the employee from performing employee's regularly assigned duties.

3) An employee who refuses to accept light duty assignments approved by the treating physician may be ineligible for workers' compensation benefits and/or terminated from employment.

4) Light duty assignments are subject to the following conditions:

a) The treating physician's approval of light duty job description.

b) The availability of a light duty position within the department where the employee is regularly assigned.

c) The availability of a light duty position in another department if no light duty positions are available in the department where the employee is regularly assigned.

d) Compensation for the light duty assignment shall be at the appropriate rate of the light duty position. In addition, workers' compensation wage benefits will be provided at the rate of two-thirds of the difference between the light duty wage and the employee's pre-accident average weekly wage, subject to the maximum compensation rate approved by the commission.

e) Timeframe: Light duty may be limited to a period on a case by case basis. Extensions may be granted in consultation with the attending physician and the Town Administrator.

f) Light-duty procedure:

i) The treating physician or a vocational rehabilitation counselor will notify the claims administrator handling the employee's workers' compensation claim when the injured employee may return to a light duty work assignment. The date the employee can return and the applicable job restrictions will be determined by the treating physician.

ii) In the event a light duty assignment cannot be made within the employee's regularly assigned department, a light duty assignment may be within any department that has a

job assignment meeting the light duty job restrictions. The department assigned the temporarily placed employee shall be responsible for the direct supervision of the assigned employee and shall furnish to the immediate supervisor of the employee's regularly assigned location all documents pertaining to that employee's time, attendance and performance in accordance with existing personnel regulations.

The employee shall accept any light duty assignment offered unless reasonable justification for the refusal is provided. Failure to do so may bar future workers' compensation benefits and/or result in termination of employment. Light-duty assignments shall terminate:

- (1) When the employee refuses to accept the light duty assignment.
- (2) When the treating physician releases the employee to full duty.
- (3) .
- (4) At the discretion of Town of Urbanna.

#### Workers' Compensation and FMLA

If the employee is eligible The Family and Medical Leave Act (FMLA) leave time period will begin on the day of the injury and run concurrently with the work-related disability until all FMLA leave has been exhausted.

#### Subrogation

Town of Urbanna is entitled under the Workers' Compensation Act to recover the workers' compensation benefits paid to or on behalf of the employee from any settlement or judgment of the employee's third-party claim. Employee's failure to protect Town of Urbanna's right of subrogation may jeopardize the third-party recovery and/or future workers' compensation benefits.

For further information, please consult the Virginia Worker's Compensation Commission website at [www.vwc.state.va.us](http://www.vwc.state.va.us).

### **ATTENDANCE**

The Town depends on its employees to provide needed services every day. Attendance is important, and is a part of the work standards for most jobs. Good attendance is an asset and poor attendance can negatively affect performance evaluations or may lead to disciplinary action.

The Town recognizes that employees may need time away from work, and we provide accrued leave to accommodate these needs. Accrued leave may be used for vacations, emergencies, illness and military leave. Additional leave is provided for purposes such as holidays, jury duty and bereavement. More on this later in this section.

Vacation, sick leave and PTO (Hybrids) accumulate based on your years of service with the Town and your VRS status (VRS1, VRS2, or Hybrid (PTO)).

**Poor Attendance:**

Excessive absenteeism includes patterns of excessive use of leave time, sick time or PTO for example consistently using sick leave as soon as it is earned.

Excessive absenteeism can result in progressive discipline up to and including termination.

Letting the department know if you are sick or have to be out for some other reason is an important part of attendance. An employee who misses two (2) consecutive days without reporting may be considered as having resigned from employment with the Town. Many chronic attendance problems short of this definition can also result in disciplinary action up to and including termination. For example, abuse of sick leave (using sick leave to cover absences which aren't due to illness), chronic tardiness, failing to call in when sick or late, etc.

Employees who may need to be absent from work due to personal or family illnesses or have chronic health problems which require intermittent absences may be eligible for leave under the Family and Medical Leave Act (FMLA). See the Policy on FMLA later in this section.

***ABSENCES AND REPORTING***

Everyone is needed on his or her assigned job. Absences, especially unexpected absences, can be a problem. If you are going to be late or absent from work for any reason, you must call your immediate supervisor. You will be expected to call before your work time or in the first half hour after your normal reporting time. Check with your supervisor for specific expectations or procedures in your department.

***INCLEMENT WEATHER POLICY***

The Town provides services in all kinds of weather. In fact, many Town services are needed even more in bad weather such as snow, sleet or floods. Because Town services are essential, some departments may have special rules and reporting policies during bad weather situations. Check with your supervisor so you'll know what department specific policies are.

When Town offices are closed, employees that can work from home are expected to work on job tasks as able. Employees that are unable to work from home due to the nature of their job tasks will be paid for the day.

Hazardous conditions may develop before your normal reporting time. If you cannot come to work or have to leave early due to weather, call your supervisor immediately. If Town offices are open you will have to use leave (sick, vacation, PTO). Some departments, which provide essential services, may be provided with a Town vehicle if an event is expected. All departments need to know who is going to be there as soon as possible.

***VACATION (ANNUAL) LEAVE***

You begin earning leave during your first full month of employment with the Town.. Full time employees earn leave based on their total continuous service with the Town and their VRS status (VRS1, VRS2 or Hybrid), provided the employee has been in a position eligible to accrue leave from their date of hire. This benefit does not apply to Contract Employees. Following is the



accrual schedule for VRS1 and VRS2 employees based on your date of hire.

**Category:**

**Days earned per year:**

6 months to 5 years of service: 7 hours per month = 1 day (after successful completion of six months probationary period) retroactive to initial date of hire.

6 - 10 years of service: 10.5 hours per month = 1 ½ days

11-20 years of service: 14 hours per month = 2 days

Part-time employees are not eligible for leave.

Annual leave must be approved in advance. This helps your department plan for coverage during your absence.

An employee may accumulate and carry over up to a maximum of 224 hours accrued vacation leave from one fiscal year to the next. Vacation time earned in excess of said maximum limit shall be used or forfeited by June 30<sup>th</sup> of each year, unless the vacation time requested has been denied in writing by the department supervisor or Town Administrator. Any forfeited annual leave shall be converted, hour for hour, to accumulated sick leave. The fiscal year for the Town is July 1<sup>st</sup> through June 30<sup>th</sup>.

Upon resignation or retirement from Town employment an employee shall be paid at the normal rate of pay for unused annual leave up to a maximum of 224 hours, provided regular status has been attained following the probationary period. An employee who terminates employment prior to completion of his or her probationary period has not accrued vacation time, and is therefore not entitled to payment for unused vacation time. Employees will not be entitled to more than one payout of accrued leave during his/her lifetime, regardless of rehire status.

***SICK LEAVE***

Sick leave does not apply to VRS Hybrid employees. Sick leave may be used for personal illness or injury and for medical or dental appointments. You may also use sick leave if an immediate family member is ill.

Sick leave is earned based on 7 hours per month for a total of not more than 12 days per year, following the successful completion of the six-month probationary period, retroactive to original date of hire. You begin to earn sick leave your first pay period if you work at least half the hours in the pay period.. Full time employees earn leave based on their total continuous service with the Town, provided the employee has been in a position eligible to accrue leave from their date of hire. This benefit does not apply to Contract Employees. Following is the accrual schedule based on your date of hire. The hourly limit on the amount of sick leave you can accumulate is as follows:

Sick leave earned and not used shall accrue to the credit of each such employee. There shall be no limit to the hours of sick leave that an employee can accumulate.

For purposes of pay out upon termination of employment, the following policy will apply:

- Upon termination of employment, Town employees under the auspices of the Town

Council shall be compensated at a rate of \$20.00 per day for up to a maximum of \$5,000 of accumulated and unused sick leave. For employees employed by the Town prior to July 28, 1998 shall be compensated at 100% of their final rate of pay up to a maximum of 90 days.

If you have used all your sick leave, vacation leave may be used to cover absences. If sick and vacation leave both are exhausted, you may authorize some leave without pay or the Supervisor or employee may request donation of leave (see next section). Unpaid absences lasting over a month must be approved by the Town Administrator in advance and will be considered a leave of absence.

Illnesses lasting longer than 3 days will require a doctor's note upon your return to work. The note must verify your illness and state that you are permitted to return to your normal work routine.

### ***DONATION OF SICK LEAVE***

From time to time an employee may request the donation of time if they do not have enough time in their sick leave or annual leave balances to cover absences. The employee must contact Human Resources or the Town Administrator and request a donation. Human Resources will reach out to all Town employees, requesting donation of leave.

Employees can donate annual leave, sick leave or PTO. Compensatory time is not eligible for donation. Leave will be donated in one (1) hour increments and will not be based on hourly rate of pay.

### **PAID TIME OFF PLAN (HYBRID EMPLOYEES ONLY)**

New full-time employees hired (excluding law enforcement) on after January 1, 2014 will receive PTO in place of annual leave and sick leave. Holidays and all other forms of paid leave are separate and remain outside the PTO structure.

VRS Hybrid plan employees that are absent due to sickness, injury or disability will use PTO or other accrued leave for the first 5 work days. At the end of the initial 5 working day period, the employee will then transition into Short Term Disability, if approved by VaCorp, where they will continue to receive 60% of their weekly salary up to 125 working days from the initial day absent.. Long-term disability may be available after short term disability ends.

### **PAID TIME OFF INTRODUCTION**

The Paid Time Off (PTO) plan is a comprehensive program that recognizes the many diverse needs of employees for time off from work and also includes a disability plan providing income protection during periods of extended illness or injury. Hours accrued in the PTO plan may be used for any purpose when scheduled in advance or at times when unforeseen circumstances cause an unscheduled absence.

### **DEFINITIONS**

**Elimination Period** – A waiting period before an employee can utilize short-term or long-term disability benefits.

**Paid Time Off (PTO)** – A leave program that combines annual and sick leave into one leave bank.

**Short-term Disability (STD)** – A benefit, if approved by VaCorp, that pays qualified employees in most cases, 60% of their salary for up to 125 working days.

## **ELIGIBILITY AND CONVERSION**

- A. Employees hired on or after January 1, 2014 unless they are in a hazardous duty position covered under the enhanced benefit, are automatically enrolled in the PTO plan.

## **PAID TIME OFF**

PTO is a single category of leave to be used in lieu of traditional annual leave and sick leave. When properly scheduled, PTO can be used for vacations, personal or family business, illness, family illness, doctor's appointment, and other reasons. PTO cannot be used until it has been accrued and must be approved in advance for planned absences. For unplanned absences, employees must follow department procedures for supervisor approval.

PTO is accrued based on years of service for each completed pay period of service at the following rates:

### *PTO Accrual Schedule*

<b>Category:</b>	<b>Days earned per year:</b>
1 <sup>st</sup> month to 5 years of service:	Up to 24 Days Per Calendar Year
6 - 10 years of service:	30 Days Per Calendar Year
11-20 years of service:	36 Days Per Calendar Year

An employee may accumulate and carry over up to a maximum of 224 hours accrued PTO leave from one fiscal year to the next. PTO time earned in excess of said maximum limit shall be used or forfeited by June 30<sup>th</sup> of each year, unless the PTO time requested has been denied in writing by the department supervisor or Town Administrator. The fiscal year for the Town is July 1<sup>st</sup> through June 30<sup>th</sup>.

.A full-time employee who changes their status to part-time and later back to full-time status with no break in service shall be given credit for previous full-time service for the purposes of establishing the employee's PTO accrual rate

When employees have exhausted all of their PTO, they may be placed in a leave-without-pay status. During the time employees are in a leave-without-pay-status, they will not accrue PTO leave. Employees who have exhausted all of their PTO and have an approved reason for being on leave, may request donation of leave from the Town Administrator.

PTO will not be counted as hours worked for the purposes of calculating overtime pay.

Upon separation or retirement, employees are paid for accumulated PTO leave at their regular hourly rate up to the maximum allowable balance of 224 hours

A former full-time employee separated from the Town in good standing or due to a reduction in force, who is reemployed full-time within 31 consecutive calendar days, shall be given credit for previous service solely for the purpose of accruing PTO. See Personnel Policy 5.15; Reinstatement of Former Employees.

## **SCHEDULING AND USE OF PAID TIME OFF HOURS**

PTO leave requests may be granted if the request does not conflict with the needs or objectives of the department. The decision of department management as to when PTO leave may be taken is final. Operational needs of the department may be considered when preparing leave schedules. Unscheduled PTO leave should be kept to a minimum whenever possible by planning and scheduling absences. The Town Administrator may request verification of unscheduled absences by requiring a physician's statement. When an unforeseen need for PTO occurs, employees must notify the appropriate supervisor prior to the start of the shift. Failure to notify the supervisor of an absence or excessive unscheduled leave is considered grounds for disciplinary action.

It is recommended that employees maintain sufficient PTO hours to cover the 5 working day elimination period and to supplement any anticipated short-term disability. Employees are not provided job protection when in leave-without-pay or STD status except when they have been concurrently approved for FMLA. FMLA is outlined elsewhere in this Section.

## **MILITARY LEAVE**

Following USERRA and §44-93 of the Code of Virginia, 1950 as amended, the Town allows twenty one (21) workdays paid leave each federal fiscal year for federally funded military duty, to include training duty. Such paid leaves of absence shall not exceed twenty one workdays per federal fiscal year, and except that no officers or employees shall receive paid leave for more than twenty one workdays per federally funded tour of active military duty. Advanced written notice of a request for leave shall be given to your immediate supervisor as soon as possible to allow for scheduling accommodation. If your military duty falls on days you would not normally be scheduled for work, you will not be paid for military leave.

## **MILITARY LEAVE WITHOUT PAY**

An employee who leaves the employ of the Town to join the military forces of the United States during the time of war or other declared national emergency or who is called to service in the Virginia Militia by order of the Governor shall be placed on military leave without pay commencing on the first business day following the last day of active employment with the Town. The employee on such leave is entitled to be restored to the position he or she vacated, provided the employee makes application to the Town not later than 90 days after the date of honorable discharge or separation under honorable conditions. Job restoration is further

conditioned on the position still existing and the employee being physically and mentally capable of performing the work of the vacated position.

### ***BEREAVEMENT LEAVE***

A maximum of three days paid leave in addition to accrued leave is granted each calendar year for making funeral arrangements, traveling to, and attending funerals of immediate family members. Funeral leave does not accumulate from year to year.

Immediate family members include: father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, grandmother, grandfather, or any relative who is residing in the employee's household.

Any extra time off may be charged as vacation leave or compensatory time, if available. Extra days may be granted based on the needs of the employee and the department.

### ***CIVIL/JURY DUTY LEAVE***

If you are summoned for jury duty or subpoenaed, you are given paid leave (in addition to accrued leave), less any fees received for court appearances. In order to be paid for civil leave, you must give a copy of your court appearance record to your supervisor. If you normally work in the evening and must appear in court during the day, you will not be paid as this counts as being done on your own time. If the time required in court is less than your normal shift and you elect not to work a part of your shift, you will be charged accrued leave (vacation) and/or compensatory time for the balance. See Section 3 for more information on Compensatory Time/Overtime.

You must use accrued leave (vacation) to be paid for time spent for cases in which you are either the defendant or the plaintiff.

Town of Urbanna must continue to provide eligible employees health benefits during organ donor. Eligible employees are entitled to be restored to the same or an equivalent position. Retaliatory action for taking organ donor leave is prohibited.

### ***PAID HOLIDAYS***

The Town will follow the State Holiday Schedule. Typical observed State holidays are:

- New Year's Day
- Martin Luther King's Birthday
- George Washington's Birthday
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day

1709 - Thanksgiving Day and the day after Thanksgiving

1710 - Christmas Eve

1711 - Christmas Day

1712  
1713 Whenever any such day falls on a Saturday, the Friday preceding such day shall be the observed  
1714 holiday. Whenever any such day falls on a Sunday, the Monday next following such day shall  
1715 be the paid holiday.

1716  
1717 Any day so appointed by the Town Council, the Governor of Virginia or the President of the  
1718 United States shall be a legal holiday as to the transaction of all business.

1719  
1720 Many Town services do not stop on a holiday. Many Town services may be required to  
1721 remain open on holidays. Check with your supervisor for your department's requirements.  
1722 Below is a summary of the holiday compensation policy.

1723  
1724 Employee works on a holiday: A non-exempt employee who works on a holiday would have  
1725 the option to be paid at a time-and-a-half rate for their holiday work or take time-and-a-half  
1726 hours off at a later date if the holiday worked exceeds their normal forty (40)) hour work week.

1727  
1728 - An exempt employee who works on a holiday would have the option to take time off, hour for  
1729 hour at a later date if the holiday worked exceeds their normal forty (40) hour work week; if the  
1730 time is not taken off within the fiscal year and the balance of compensatory time exceeds the  
1731 limit allowable, the time will be forfeited. See Section 3, "Compensation" for more information  
1732 on compensatory time.

1733  
1734 Some departments may have policies supplementary to these due to the differences in shift  
1735 schedule and specific work requirements. See your Department Supervisor for your  
1736 departments' specific policy.

### 1737 ***LEAVE OF ABSENCE***

1738  
1739  
1740 An employee may request a leave of absence without pay for a period of up to 90 days for  
1741 educational, or other reasons. The Town Administrator will make a decision based on the best  
1742 interests of the Town, giving consideration to the reasons given by the employee and the  
1743 regulations of federal and state laws. If you do not return to work at the end of the approved  
1744 leave, the Town will assume you have resigned.

1745  
1746 During leave without pay, the employee must pay the full cost of all individual and dependent  
1747 insurance coverage. These premiums must be paid at the Treasurer's Office by the first day of  
1748 each month for which you need coverage.

1749  
1750 Employees on leave without pay also will need to check on other deductions, such as life  
1751 insurance and credit union loans. The Town will not contribute to any health or wellness  
1752 benefits during voluntary leaves of absence.

### 1753 **FAMILY AND MEDICAL LEAVE (FMLA)**

The FMLA entitles eligible employees to take up to 12 workweeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons, or for any “qualifying exigency” arising out of the fact that a covered military member is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. The FMLA also allows eligible employees to take up to 26 workweeks of job-protected leave in a “single 12-month period” to care for a covered service member with a serious injury or illness. See [Fact Sheet #28A: The Family and Medical Leave Act Military Family Leave Entitlements](#).

The Town will grant up to 12 workweeks of unpaid, job-protected leave in a “rolling” 12-month period.

## EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits, an employee **must**:

- work for a covered employer;
- have worked for the employer for a total of 12 months;
- have worked at least 1,250 hours over the previous 12 months; and
- work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

While the 12 months of employment need not be consecutive, employment periods prior to a break in service of **seven** years or more need not be counted unless the break is occasioned by the employee’s fulfillment of his or her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA)), or a written agreement, including a collective bargaining agreement, exists concerning the employer’s intention to rehire the employee after the break in service.

## LEAVE ENTITLEMENT

A covered employer must grant an eligible employee up to a total of **12 workweeks of unpaid** leave during any 12-month period for one or more of the following reasons:

- for the birth and care of a newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for a spouse, son, daughter, or parent with a serious health condition;
- to take medical leave when the employee is unable to work because of a serious health condition; **or**
- for qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

A covered employer also must grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of **26 workweeks of unpaid** leave during a “single 12-month period” to care for the service member. For specific information regarding military family leave, see [“Fact Sheet #28A: The Family and Medical Leave Act Military Family Leave Entitlements.”](#)

Spouses employed by the same employer are limited in the **amount of** family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of 12 workweeks (or 26 workweeks if leave to care for a covered service member with a serious injury or illness is also used). Leave for birth and care, or placement for adoption or foster care, must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently – taking leave in separate blocks of time for a single qualifying reason – or on a reduced leave schedule – reducing the employee’s usual weekly or daily work schedule. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer’s operation. If FMLA leave is for birth and care, or placement for adoption or foster care, use of intermittent leave is subject to the employer’s approval.

Under certain conditions, employees **or** employers may choose to “substitute” (run concurrently) accrued **paid** leave (such as sick or vacation leave) to cover some or all of the FMLA leave. An employee’s ability to substitute accrued paid leave is determined by the terms and conditions of the employer’s normal leave policy.

The Town policy with regards to the 12 weeks of authorized leave under this act will include accrued compensatory time, sick leave, vacation leave and/or unpaid leave, provided the employee has accrued leave balances available to him/her.

“**Serious health condition**” means an illness, injury, impairment, or physical or mental condition that involves either:

- Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (*i.e.*, inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; **or**
- Continuing treatment by a health care provider, which includes:
  - (1) A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that **also** includes:
    - treatment two or more times by or under the supervision of a health care provider (*i.e.*, in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); **or**
    - one treatment by a health care provider (*i.e.*, an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (*e.g.*, prescription medication, physical therapy); **or**
  - (2) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; **or**
  - (3) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; **or**



(4) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; **or**

(5) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

## **MAINTENANCE OF HEALTH AND LIFE INSURANCE BENEFITS**

A covered employer is required to maintain group health insurance and group life insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

During the 12 week period the employee will be responsible for the employees share of group health insurance and group life insurance. The Town will continue to pay its usual share of individual and dependent group health insurance and life insurance coverage. The Town retains the right to seek full reimbursement for all premiums paid on the employee's behalf.

## **JOB RESTORATION**

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to **before** using FMLA leave, nor be counted against the employee under a "no fault" attendance policy. If a bonus or other payment, however, is based on the achievement of a specified goal such as hours worked, products sold, or perfect attendance, and the employee has not met the goal due to FMLA leave, payment may be denied unless it is paid to an employee on equivalent leave status for a reason that does not qualify as FMLA leave.

An employee has no greater right to restoration or to other benefits and conditions of employment than if the employee had been continuously employed.

## **NOTICE AND CERTIFICATION**

### Employee Notice

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than 30 days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must

comply with the employer's usual and customary notice and procedural requirements for requesting leave

Employees must provide sufficient information for an employer reasonably to determine whether the FMLA may apply to the leave request. Depending on the situation, such information may include that the employee is incapacitated due to pregnancy, has been hospitalized overnight, is unable to perform the functions of the job, and/or that the employee or employee's qualifying family member is under the continuing care of a health care provider.

When an employee seeks leave for a FMLA-qualifying reason for the **first** time, the employee need not expressly assert FMLA rights or even mention the FMLA. When an employee seeks leave, however, due to a FMLA-qualifying reason for which the employer has previously provided the employee FMLA-protected leave, the employee **must** specifically reference either the qualifying reason for leave or the need for FMLA leave.

#### Employer Notice

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under the FMLA. An employer that willfully violates this posting requirement may be subject to a civil money penalty of up to \$110 for each separate offense. Additionally, employers must either include this general notice in employee handbooks or other written guidance to employees concerning benefits, or must distribute a copy of the notice to each new employee upon hiring. Employers may use the [notice](#) prepared by U.S. Department of Labor to meet this requirement.

When an employee requests FMLA leave or the employer acquires knowledge that leave may be for a FMLA purpose, the employer must notify the employee of his or her eligibility to take leave, and inform the employee of his/her rights and responsibilities under the FMLA. When the employer has enough information to determine that leave is being taken for a FMLA-qualifying reason, the employer must notify the employee that the leave is designated and will be counted as FMLA leave. Employers may use the optional forms [WH-381](#) and [WH-382](#) prepared by the U.S. Department of Labor to meet these notification requirements.

#### Certification

Employers may require that an employee's request for leave due to a serious health condition affecting the employee or a covered family member be supported by a certification from a health care provider. An employer may require second or third medical opinions (at the employer's expense) and periodic recertification of a serious health condition. An employer may use a health care provider, a human resource professional, a leave administrator, or a management official – but not the employee's direct supervisor – to authenticate or clarify a medical certification of a serious health condition. An employer may have a uniformly-applied policy requiring employees returning from leave for their own serious health condition to submit a certification that they are able to resume work. If reasonable safety concerns exist, an employer may, under certain circumstances, require such a certification for employees returning from intermittent FMLA leave. Employers may use the optional forms [WH-380-E](#) and [WH-380-F](#) prepared by the U.S. Department of Labor for obtaining medical certifications of serious health conditions.

### **REASONABLE ACCOMODATIONS FOR RELIGIOUS HOLIDAYS**

The Town will make reasonable accommodations as provided by law for employees desiring to

1945 observe a religious holiday or whose work schedule may conflict with religious observances. If  
1946 you want to take a religious holiday (as vacation or leave without pay), ask the Town  
1947 Administrator at least a week in advance, and, if possible, your work schedule will be adjusted  
1948 to permit the holiday. The Town Administrator will also discuss possible alternative work  
1949 schedules that would allow your participation in religious observances.  
1950