

TOWN OF SEWALL'S POINT



PAMELA MAC'KIE WALKER
Town Manager

TO: Town of Sewall's Point Commission
FROM: Pamela Mac'Kie Walker, Town Manager
SUBJECT: **Agenda Item 1.a - Proposed Budget**
Preliminary Budget Public Hearing
September 21, 2015

As directed at the TRIM meeting on July 21, 2015, staff has continued to seek to identify expense reductions and to more accurately reflect revenue projections in developing the final budget proposals for your consideration. We have prepared three (3) alternatives and can modify these proposals "live" in the budget meeting as directed by the Commission. Summaries of the budgets are provided below, with the actual budgets attached.

The highlighted items are in comparison to the TRIM budget provided on July 21, 2015.

Recommended Budget: Millage Rate 3.1

- This budget will require four (4) votes for adoption of the millage rate
 - \$35,000 reduction in HR Expense, primarily reflective of hiring times for new officers
 - \$23,000 reduction to operating expenses resulting from detailed analysis of Fire Service agreement and workers compensation insurance costs;
 - \$3,000 increase to Communication Services Tax Revenues
 - \$60,000 Increase to road paving budget due to increasing needs.
- This budget increases taxes \$50 per \$100,000 value over current year

Budget: Millage Rate 2.87

- This budget will require three (3) votes for adoption of the millage rate
 - Lower millage rate reduces revenues by \$140,000
 - Additional paving budget eliminated saving \$60,000
 - New Accounting software eliminated saving \$15,000
 - Current Benefits and Employee contributions maintained
- This budget increases taxes \$27 per \$100,000 value over current year

Budget: Millage Rate 2.8

- This budget will require three (3) votes for adoption of the millage rate
 - Lower millage rate reduces revenues by additional \$40,000
 - Reduced employee health insurance benefits saves \$60,000
- This budget increases taxes \$20 per \$100,000 value over current year

Budget #1 doubles the annual road paving budget and provides for a significant capital reserve for future projects. Budget #2 eliminates the increased paving budget and the accounting software upgrade but is in all other ways identical to Budget #1. The decision between these two budgets is, therefore, primarily determined by the policy direction made in the Capital Improvement Plan. Both budgets provide for two additional police officers to be phased in at 75% of the year; both budgets hold staff benefits at the current levels; both reflect 3% staff raises for most civilian staff, 5% for police officers who met the requirements of the Career Path Plan, and adjustments up and down to staff compensation for reorganization of duties. The only distinction between the two budgets are associated with funding capital expenses (paving, software upgrade, and long-term project funding).

Budget #3 is provided as an alternative but is not recommended. Not only does it exclude additional road paving and the accounting software upgrade, it would result in a reduction in benefits for Town staff, primarily those who reside in St. Lucie County. The health insurance policy resulting in the savings shown in that Budget (\$60,000) is a "Blue Select" policy that has no in-network physicians or facilities in that county. Approximately one-third (1/3) of the staff reside in St. Lucie County. Our insurance agent reports that among the additional costs to those staff members are additional deductibles, higher co-pays, and potential "balance billing" resulting from the reduced negotiated rates paid under the plan. The agent will be at the meeting to discuss your questions or concerns.

In addition to the alternatives I have provided here, I can facilitate a discussion of other "what-if" scenarios for your consideration of alternatives as directed at the meeting, or before in my office.

Recommendation: Primarily because of the need to build a Capital Reserve for future Capital Improvement projects, Staff recommends adoption of Budget #1 with a millage rate of 3.1.

Regarding the potential reduction in health insurance benefits, we strongly urge the Commission to consider the impacts of such a change to staff morale. In order to build a stable staff, benefits should be reasonably reliable absent a financial downturn. Last year we improved the health coverage but for the first time asked employees to contribute to the cost. We propose again that each employee will pay a portion of the costs of their benefits at the same rate (\$50/month for Employee only; \$350/month for Employee/Family) (with the exception of Employee/Spouse costs, which are significantly reduced by composite rating versus age-banding). We told staff that in exchange for their sharing the cost, we would provide a good policy with good benefits. Changing that this year, when property values have risen for the first time in years, seems unfair. In addition to the St. Lucie County issues, the directory of providers for the 3-county area under our current plan is almost 500 pages long, while Blue Select is 228 (with none in St. Lucie County); losing your doctor can be significant. It is worthy of note that the health insurance renewal date is October 1, with staff meetings scheduled for the week after the first budget hearing. I respectfully opine that the savings are outweighed by the negative impact.

Staff recommends adoption of Budget #1 with a millage rate of 3.1 mills since it addresses current needs and provides some funding for the anticipated shortfall for capital improvement and maintenance needs over the next five years.

3.1 millage rate

New Officers phased in @ 75%

increased paving; accounting software upgraded;
benefits maintained

Town of Sewall's Point		PROPOSED 2015-16 Budget				
<i>(New officers phased in @75% [e.g. 10 months & 8 months]; benefits maintained; acctg software upgraded; Increase in Paving</i>		KEY	Increase over TRIM Meeting	Decrease below TRIM Meeting	errors corrected @ outset of TRIM Meeting	Totals
Taxable Value	598,841,698					598,841,698
Tax Rate	3.1					3.10
Recurring Expenses					2,310,220	
Non-Recurring Expenses					287,000	
TOTAL EXPENSES						2,597,220
Ad Valorem Tax Revenue			100% = 1,856,409.26	1,764,000		
Total NON-Ad Valorem Revenue				842,000		
Shortfall / (Excess) Revenues over Current Expenses				(8,780)		
TOTAL REVENUE						2,597,220
Revenue						
NON-AD VALOREM		% actual 2015				
Gas Tax		105%	63,000			
Communications Services Tax		100%	63,000			
Matching Grants			-			
State Revenue Sharing		105%	63,000			
Alcoholic Beverage Tax		150%	2,000			
Sales Tax		110%	212,000			
Total Intergovernmental						403,000
Civil Fines		60%	6,000			
Traffic Fines		90%	17,000			
Police Education		90%	2,000			
Local Business Tax		150%	4,000			
Building Permit Fees		90%	210,000			
Road Impact Assessments		350%	34,000			
Town Licenses		100%	5,000			
Electric Francise		100%	129,000			
Interest		100%	5,000			
Grant Mgmt			20,000			
Miscellaneous Revenue		50%	7,000			
Public Service Tax						
Total Local Fees, Fines & Forfeitures						439,000
Total NON-Ad Valorem Revenue					842,000	
Ad Valorem Taxes				1,764,000		
TRANSFER (TO) / FROM LIQUID ASSETS					(8,780)	
TOTAL REVENUE						2,597,220

3.1 millage rate

Expenditures			
Recurring Expenses			
Human Resources			
Town Hall HR			
Town Manager Salary	4%	95,000	
Town Mgr Special Pay		4,650	
Town Mgr Retirement		14,250	
Town Mgr FICA		7,300	
Total Town Manager			121,200
Town Clerk Salary	3%	51,500	
Town Clerk Special Pay		150	
Town Clerk Retirement		7,725	
Town Clerk FICA		4,000	
Total Town Clerk			63,375
Building Official Salary		69,000	
Building Official Special Pay		1,000	
Building Official Retirement		4,800	
Building Official FICA		5,300	
Total Building Official			80,100
Public Works Wages		33,000	
Public Works Special Pay		150	
Public Works Retirement		4,950	
Public Works FICA		2,600	
Total Public Works			40,700
Town Assistant Wages		37,000	
Town Assistant Special Pay		150	
Town Assistant Retirement		5,550	
Town Assistant FICA		2,900	
Total Town Assistant			45,600
TOTAL TOWN HALL HR			350,975
Police Department HR			
Police Chief Salary	3%	92,500	
Officers Salaries/Wages	2 new @ 75% yr	504,000	
Assistant Wages	3%	42,000	
PD Wages/Salaries	2 new @ 75% yr		638,500
Court Overtime		8,000	
Non-Court Overtime		6,000	
PD Overtime			14,000

3.1 millage rate

increased paving; accounting software upgraded;
 benefits maintained

Vision Reimbursement		4,000		
Sick Leave Buy Back		6,000		
Mileage		12,000		
PD Special Pay			22,000	
PD Statutory Incentive Pay			8,570	
PD Retirement			95,775	
PD FICA			49,000	
TOTAL POLICE DEPT HR				827,845
All HR Insurance Benefits				196,000
All Workers' Compensation				25,000
TOTAL HUMAN RESOURCES				1,399,820
Outside Services				
Professional Services	<i>% actual 2015</i>			
Auditor	135%	38,000		
Accounting	100%	5,000		
Audit & Accounting Services			43,000	
General Representation	100%	52,000		
Boards	100%	3,000		
Litigation	150%	4,000		
Legal Assistance			59,000	
Grant Management Support			10,000	
Crime Lab		4,300		
Background Checks		4,600		
PD Professional Services			9,000	
Fire Rescue Services			370,000	
Engineering Services	85%	38,000	38,000	
TOTAL PROFESSIONAL SERVICES				529,000
Maintenance Services	<i>% actual 2015</i>			
Temporary Staffing	60%	6,000	6,000	
Landscaping	90%	60,000		
Office Cleaning Service		8,000		
Street /StormSewers	100%	23,000		
Buildings	100%	11,000		
Parks Landscape	130%	13,000		
Landscaping/Facilities			115,000	

3.1 millage rate

New Officers phased in @ 75%

increased paving; accounting software upgraded;
benefits maintained

PD Equipment		7,100	
PD Vehicles	150%	15,000	
BO Vehicle	100%	1,500	
PW Vehicle	100%	1,500	
Maintenance		25,100	
TOTAL MAINTENANCE SERVICES			146,100
TOTAL OUTSIDE SERVICES			675,100
Operational Expenses	% actual 2015		
PW Fuel/Oil	100%	1,000	
PD Fuel/Oil	150%	27,000	
Bldg Fuel Oil	85%	1,000	
Fuel/Oil			29,000
Office Supplies	100%	9,000	
Payroll Services	100%	4,000	
Archives	100%	2,000	
MuniCode	50%	2,000	
Newsletter, Printing, Advertising	100%	10,000	
Postage	100%	4,000	
Office Supplies & Services			31,000
Uniforms		8,000	
Enforcement Supplies		9,700	
PD Enforcement Supplies			17,700
Telephone -- Office & Cellular	100%	13,000	
Broadband/Network Support	100%	16,600	
Software licenses (added CS \$3k)	100%	5,000	
Communications Network & Licenses			34,600
General Liability		28,800	
Auto Liability		4,000	
Auto Physical Damage		1,200	
Property		10,000	
FMIT Liability Insurance			44,000
Utilities - electric	100%	29,000	
Utilities - Water	100%	24,000	
Utilities			53,000
Dues/Books/Subscriptions/Ed	120%	5,000	
Tuition Reimbursement		3,000	
Dues, Subscriptions & Education			8,000

3.1 millage rate

New Officers phased in @ 75%

increased paving; accounting software upgraded;
benefits maintained

Travel	120%	3,000	3,000	
Town Events		10,000	10,000	
Contingency		1,000		
Disaster Aid		1,000		
Bank Fees	100%	3,000		
Misc. Gov. Services			5,000	
TOTAL OPERATIONAL EXPENSES				235,300
TOTAL RECURRING EXPENSES				2,310,220
<i>(note: reduced PW, increased BO, reduced PD 9 mos, Fire K)</i>				
Non-Recurring Expenses				
PD New Equipment		7,000		
Computer Equipment		1,000		
Office Equipment		1,500		
Furniture & Equipment			9,500	
Storm Water System		72,500		
Streets & Bridges		150,000		(5k less for signs, \$60k more for paving)
Parks & Landscaping		30,000		
Town Hall/Accounting Software		25,000		less for building, more for software3 (net +8K)
Capital Projects			277,500	
TOTAL NON-RECURRING EXPENSES				287,000
TOTAL EXPENSES				2,597,220

IMPACT ON LIQUID ASSET (RESERVE) BALANCE

*added \$20k to recurring for full year PD funding

ASSUMPTIONS: 2% increase in recurring expenses & property values; all other flat

	FY 2015 Projection YTD	FY 2016 Budget Proposal	FY 2017* Forecast	FY 2018 Forecast	FY 2019 Forecast
Recurring Expenses	2,237,000	2,310,220	2,376,824	2,424,361	2,472,848
Capital Improvement Plan	369,883	287,000	342,500	307,500	205,000
Annual Expenses	2,606,883	2,597,220	2,719,324	2,731,861	2,677,848
Annual Revenues	2,352,000	2,606,000	2,641,000	2,677,000	2,714,000
Transfer (To) From Reserves	255,000	(8,780)	78,324	54,861	(36,152)
Available Liquid Assets FY End	835,000	843,780	765,456	710,595	746,747

Disaster Reserve	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Operating Reserve	500,000	500,000	500,000	500,000	500,000
Capital Reserve	835,000	843,780	765,456	710,595	746,747
Assessed Value		598,841,698	610,818,532	623,034,903	635,495,601
Millage Rate		3.10	3.10	3.10	3.10

2.87 millage rate
generates \$140k less revenue

No increased paving, no accounting software
saves \$75k

benefits maintained

Town of Sewall's Point		PROPOSED 2015-16 Budget		
<i>reduced millage rate= \$140k less revenue; no increase in paving + no accounting software = \$75k less expense</i>		KEY	Increase over 3.1	Decrease below 3.1
				Totals
Taxable Value	598,841,698			598,841,698
Tax Rate	2.87			2.87
Recurring Expenses			2,310,220	
Non-Recurring Expenses			212,000	
TOTAL EXPENSES				2,522,220
Ad Valorem Tax Revenue		100% =	1,718,676	1,633,000
Total NON-Ad Valorem Revenue				842,000
Shortfall / (Excess) Revenues over Current Expenses				47,220
TOTAL REVENUE				2,522,220
Revenue				
NON-AD VALOREM		% actual 2015		
Gas Tax		105%	63,000	
Communications Services Tax		100%	63,000	
Matching Grants			-	
State Revenue Sharing		105%	63,000	
Alcoholic Beverage Tax		150%	2,000	
Sales Tax		110%	212,000	
Total Intergovernmental				403,000
Civil Fines		60%	6,000	
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Electric Francise		100%	129,000	
Interest		100%	5,000	
Grant Mgmt			20,000	
Miscellaneous Revenue		50%	7,000	
no Public Service Tax				
Total Local Fees, Fines & Forfeitures				439,000
Total NON-Ad Valorem Revenue				842,000
Ad Valorem Taxes				1,633,000
TRANSFER (TO) / FROM LIQUID ASSETS				47,220
TOTAL REVENUE				2,522,220

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Expenditures			
Recurring Expenses			
Human Resources			
Town Hall HR			
Town Manager Salary	4%	95,000	
Town Mgr Special Pay		4,650	
Town Mgr Retirement		14,250	
Town Mgr FICA		7,300	
Total Town Manager			121,200
Town Clerk Salary	3%	51,500	
Town Clerk Special Pay		150	
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Building Official Salary		69,000	
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Building Official Retirement		4,800	
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Total Building Official			80,100
Public Works Wages		33,000	
Public Works Special Pay		150	
Public Works Retirement		4,950	
Public Works FICA		2,600	
Total Public Works			40,700
Town Assistant Wages		37,000	
Town Assistant Special Pay		150	
Town Assistant Retirement		5,550	
Town Assistant FICA		2,900	
Total Town Assistant			45,600
TOTAL TOWN HALL HR			350,975
Police Department HR			
Police Chief Salary	3%	92,500	
Officers Salaries/Wages	2 new @ 75% yr	504,000	
Assistant Wages	3%	42,000	
PD Wages/Salaries	2 new @ 75% yr		638,500
Court Overtime		8,000	
Non-Court Overtime		6,000	
PD Overtime			14,000

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Vision Reimbursement		4,000		
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Mileage		12,000		
PD Special Pay			22,000	
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PD Retirement			95,775	
PD FICA			49,000	
TOTAL POLICE DEPT HR				827,845
All HR Insurance Benefits				196,000
All Workers' Compensation				25,000
TOTAL HUMAN RESOURCES				1,309,820
Outside Services				
Professional Services % actual 2015				
Auditor	135%	38,000		
Accounting	100%	5,000		
Audit & Accounting Services			43,000	
General Representation	100%	52,000		
Boards	100%	3,000		
Litigation	150%	4,000		
Legal Assistance			59,000	
Grant Management Support			10,000	
Crime Lab		4,300		
Background Checks		4,600		
PD Professional Services			9,000	
Fire Rescue Services			370,000	
Engineering Services	85%	38,000	38,000	
TOTAL PROFESSIONAL SERVICES			529,000	
Maintenance Services % actual 2015				
Temporary Staffing	60%	6,000	6,000	
Landscaping	90%	60,000		
Office Cleaning Service		8,000		
Street /StormSewers	100%	23,000		
Buildings	100%	11,000		
Parks Landscape	130%	13,000		
Landscaping/Facilities			115,000	

2.87 millage rate
generates \$140k less revenue

No increased paving, no accounting software
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benefits maintained

PD Equipment		7,100	
PD Vehicles	150%	15,000	
BO Vehicle	100%	1,500	
PW Vehicle	100%	1,500	
Maintenance		25,100	
TOTAL MAINTENANCE SERVICES			146,100
TOTAL OUTSIDE SERVICES			675,100
Operational Expenses			
PW Fuel/Oil	100%	1,000	
PD Fuel/Oil	150%	27,000	
Bldg Fuel Oil	85%	1,000	
Fuel/Oil			29,000
Office Supplies	100%	9,000	
Payroll Services	100%	4,000	
Archives	100%	2,000	
MuniCode	50%	2,000	
Newsletter, Printing, Advertising	100%	10,000	
Postage	100%	4,000	
Office Supplies & Services			31,000
Uniforms		8,000	
Enforcement Supplies		9,700	
PD Enforcement Supplies			17,700
Telephone -- Office & Cellular	100%	13,000	
Broadband/Network Support	100%	16,600	
Software licenses (added CS \$3k)	100%	5,000	
Communications Network & Licenses			34,600
General Liability		28,800	
Auto Liability		4,000	
Auto Physical Damage		1,200	
Property		10,000	
FMIT Liability Insurance			44,000
Utilities - electric	100%	29,000	
Utilities - Water	100%	24,000	
Utilities			53,000
Dues/Books/Subscriptions/Ed	120%	5,000	
Tuition Reimbursement		3,000	
Dues, Subscriptions & Education			8,000

2.87 millage rate
generates \$140k less revenue

No increased paving, no accounting software
saves \$75k

benefits maintained

Travel	120%	3,000	3,000	
Town Events		10,000	10,000	
Contingency		1,000		
Disaster Aid		1,000		
Bank Fees	100%	3,000		
Misc. Gov. Services			5,000	
TOTAL OPERATIONAL EXPENSES				235,300
TOTAL RECURRING EXPENSES				2,310,220
Non-Recurring Expenses				
PD New Equipment		7,000		
Computer Equipment		1,000		
Office Equipment		1,500		
Furniture & Equipment			9,500	
Storm Water System		72,500		
Streets & Bridges		90,000	(5k less for signs)	
Parks & Landscaping		30,000		
Town Hall/Accounting Software		10,000		
Capital Projects			202,500	
TOTAL NON-RECURRING EXPENSES				212,000
TOTAL EXPENSES				2,522,220

IMPACT ON LIQUID ASSET (RESERVE) BALANCE

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ASSUMPTIONS: 2% increase in recurring expenses & property values; all other flat

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Annual Expenses	2,606,883	2,522,220	2,719,324	2,731,861	2,677,848
Annual Revenues	2,352,000	2,475,000	2,508,000	2,541,000	2,575,000
Transfer (To) From Reserves	255,000	47,220	211,324	190,861	102,848
Available Liquid Assets FY End	835,000	787,780	576,456	385,595	282,747
Disaster Reserve	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Operating Reserve	500,000	500,000	500,000	500,000	500,000
Capital Reserve	835,000	787,780	576,456	385,595	282,747

Town of Sewall's Point		PROPOSED 2015-16 Budget			
<i>further reduced millage rate; no increase in paving; no accounting software; benefits cut</i>		KEY	Increase over 3.1	Decrease below 3.1	Totals
Taxable Value	598,841,698				598,841,698
Tax Rate	2.8				2.8
Recurring Expenses			2,251,220		
Non-Recurring Expenses			212,000		
TOTAL EXPENSES					2,463,220
Ad Valorem Tax Revenue		100% =	1,676,757	1,593,000	
Total NON-Ad Valorem Revenue				842,000	
Shortfall / (Excess) Revenues over Current Expenses				28,220	
TOTAL REVENUE					2,463,220
Revenue					
NON-AD VALOREM		% actual 2015			
Gas Tax		105%	63,000		
Communications Services Tax		100%	63,000		
Matching Grants			-		
State Revenue Sharing		105%	63,000		
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Interest		100%	5,000		
Grant Mgmt			20,000		
Miscellaneous Revenue		50%	7,000		
no Public Service Tax					
Total Local Fees, Fines & Forfeitures				439,000	
Total NON-Ad Valorem Revenue				842,000	
Ad Valorem Taxes				1,593,000	
TRANSFER (TO) / FROM LIQUID ASSETS				28,220	
TOTAL REVENUE					2,463,220

Expenditures			
Recurring Expenses			
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Town Hall HR			
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Building Official Special Pay		1,000	
Building Official Retirement		4,800	
Building Official FICA		5,300	
Total Building Official			80,100
Public Works Wages		33,000	
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Public Works FICA		2,600	
Total Public Works			40,700
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Town Assistant Special Pay		150	
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Town Assistant FICA		2,900	
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TOTAL TOWN HALL HR			350,975
Police Department HR			
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Court Overtime		8,000	
Non-Court Overtime		6,000	
PD Overtime			14,000

Vision Reimbursement		4,000		
Sick Leave Buy Back		6,000		
Mileage		12,000		
PD Special Pay			22,000	
PD Statutory Incentive Pay			8,570	
PD Retirement			95,775	
PD FICA			49,000	
TOTAL POLICE DEPT HR				827,845
All HR Insurance Benefits				137,000
All Workers' Compensation				25,000
TOTAL HUMAN RESOURCES				1,340,820
Outside Services				
Professional Services	<i>% actual 2015</i>			
Auditor	135%	38,000		
Accounting	100%	5,000		
Audit & Accounting Services			43,000	
General Representation	100%	52,000		
Boards	100%	3,000		
Litigation	150%	4,000		
Legal Assistance			59,000	
Grant Management Support			10,000	
Crime Lab		4,300		
Background Checks		4,600		
PD Professional Services			9,000	
Fire Rescue Services			370,000	
Engineering Services	85%	38,000	38,000	
TOTAL PROFESSIONAL SERVICES				529,000
Maintenance Services	<i>% actual 2015</i>			
Temporary Staffing	60%	6,000	6,000	
Landscaping	90%	60,000		
Office Cleaning Service		8,000		
Street /StormSewers	100%	23,000		
Buildings	100%	11,000		
Parks Landscape	130%	13,000		
Landscaping/Facilities			115,000	

PD Equipment		7,100	
PD Vehicles	150%	15,000	
BO Vehicle	100%	1,500	
PW Vehicle	100%	1,500	
Maintenance		25,100	
TOTAL MAINTENANCE SERVICES			146,100
TOTAL OUTSIDE SERVICES			675,100
Operational Expenses	% actual 2013		
PW Fuel/Oil	100%	1,000	
PD Fuel/Oil	150%	27,000	
Bldg Fuel Oil	85%	1,000	
Fuel/Oil			29,000
Office Supplies	100%	9,000	
Payroll Services	100%	4,000	
Archives	100%	2,000	
MuniCode	50%	2,000	
Newsletter, Printing, Advertising	100%	10,000	
Postage	100%	4,000	
Office Supplies & Services			31,000
Uniforms		8,000	
Enforcement Supplies		9,700	
PD Enforcement Supplies			17,700
Telephone -- Office & Cellular	100%	13,000	
Broadband/Network Support	100%	16,600	
Software licenses (added CS \$3k)	100%	5,000	
Communications Network & Licenses			34,600
General Liability		28,800	
Auto Liability		4,000	
Auto Physical Damage		1,200	
Property		10,000	
FMIT Liability Insurance			44,000
Utilities - electric	100%	29,000	
Utilities - Water	100%	24,000	
Utilities			53,000
Dues/Books/Subscriptions/Ed	120%	5,000	
Tuition Reimbursement		3,000	
Dues, Subscriptions & Education			8,000

Travel	120%	3,000	3,000	
Town Events		10,000	10,000	
Contingency		1,000		
Disaster Aid		1,000		
Bank Fees	100%	3,000		
Misc. Gov. Services			5,000	
TOTAL OPERATIONAL EXPENSES			235,300	
TOTAL RECURRING EXPENSES				2,251,220
Non-Recurring Expenses				
PD New Equipment		7,000		
Computer Equipment		1,000		
Office Equipment		1,500		
Furniture & Equipment			9,500	
Storm Water System		72,500		
Streets & Bridges		90,000	(5k less for signs)	
Parks & Landscaping		30,000		
Town Hall/Accounting Software		10,000		
Capital Projects			202,500	
TOTAL NON-RECURRING EXPENSES				212,000
TOTAL EXPENSES				2,463,220

IMPACT ON LIQUID ASSET (RESERVE) BALANCE

*added \$20k to recurring for full year PD funding

ASSUMPTIONS: 2% increase in recurring expenses & property values; all other flat

	FY 2015 Projection YTD	FY 2016 Budget Proposal	FY 2017 Forecast	FY 2018 Forecast	FY 2019 Forecast
Recurring Expenses	2,237,000	2,251,220	2,316,644	2,362,977	2,410,237
Capital Improvement Plan	369,883	212,000	342,500	307,500	205,000
Annual Expenses	2,606,883	2,463,220	2,659,144	2,670,477	2,615,237
Annual Revenues	2,352,000	2,435,000	2,467,000	2,500,000	2,533,000
Transfer (To) From Reserves	255,000	28,220	192,144	170,477	82,237
Available Liquid Assets FY End	835,000	806,780	614,636	444,158	361,921
Disaster Reserve	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Operating Reserve	500,000	500,000	500,000	500,000	500,000
Capital Reserve	835,000	806,780	614,636	444,158	361,921

TOWN OF SEWALL'S POINT



PAMELA MAC'KIE WALKER
Town Manager

TO: Town of Sewall's Point Commission
FROM: Pamela Mac'Kie Walker, Town Manager
SUBJECT: **Agenda Item 1.b - Capital Improvement Plan**
Preliminary Budget Public Hearing
September 21, 2015

Background: The Town's Charter provides that the Town Manager shall "[i]n conjunction with the budget process, submit a five-year capital improvement plan to the Commission for approval and adoption." Enclosed, therefore, is my recommendation. As in previous years, it includes capital maintenance, replacement and improvement projects for which funding sources are not identified. Nevertheless, it is my professional responsibility to point out the funding needs.

The proposed CIP varies from the adopted CIP by adding proposals for 2020, of course, but most significantly by (a) doubling the annual paving budget and (b) including a "savings account" for future improvements to South Sewall's Point Road.

As you may recall from the 2014 CIP discussion, the Town Engineer gave us "rule of thumb" estimates per lane mile of roads for milling and surfacing (\$375,000) and micro-surfacing (\$175,000). There are approximately 13 miles of roads in Town. If each mile is micro-surfaced every five years, the cost would be \$455,000 per year using those estimates. Even presuming that these numbers are high and/or that a road can exceed five years of useful life, the current budget of \$60,000 per year is inadequate. We propose it be doubled to \$120,000 per year.

The most significant capital improvement decisions to be made by the Commission, however, relate to South Sewall's Point Road, both re-paving and potential flood relief in the Margarita-Mandalay area. Those projects are not included in the adopted CIP due to a lack of available funding. If the Commission has an intention over the next five years to undertake such projects, consideration must be given to funding. If the Commission has no such intention, this year's Capital budget, the the CIP for the following two years, should be reduced by \$37,500 per year, since that is one-third of the grant match for the next round of baffle boxes to be included in a Margarita-Mandalay solution.

Recommendation: Staff recommends that the attached CIP be adopted, adding an additional \$60,000 per year for road paving, and establishing a Capital Improvement Reserve for South Sewall's Point Road projects in the amount of \$200,000 per year. The *additional* cost of this proposed CIP over the currently adopted plan is approximately \$1.3 million.

If a millage rate of 3.1 is adopted, we project that over half of those funds will be available in 2020 using the assumptions agreed to. The funding for all 2016 projects is included in the Staff's recommended budget. If directed by the Commission, staff will continue to seek matching grants and other identifiable funding sources to cover the shortfall.

Recommended CIP for FY 2015-16

CAPITAL IMPROVEMENT PLAN		2016 rec	2017 rec	2018 rec	2019 rec	2020 rec	5-YEAR TOTAL rec
	South Sewall's Point Road	200,000	200,000	200,000	200,000	200,000	1,000,000
	4000 +/- linear feet/year re-paving	120,000	120,000	120,000	120,000	120,000	600,000
	Signage Reflectivity Replacement	5,000	5,000	5,000			15,000
	Concrete spalling, seawalls, bridges	25,000	25,000	25,000	25,000	25,000	125,000
	Streets & Bridges	350,000	350,000	350,000	345,000	345,000	1,740,000
	250 structures maintained	15,000	15,000	15,000	15,000	15,000	75,000
	cleanouts	10,000	10,000	10,000	10,000	10,000	50,000
	inlets	10,000	10,000	10,000	10,000	10,000	50,000
	Grant Match	37,500	37,500	37,500	0	0	112,500
	Additional cleanouts	0	0	0	0	0	0
	Storm Water System	72,500	72,500	72,500	35,000	35,000	287,500
	Line cars 7+ yrs and 150,000k miles	0	90,000	0	60,000	0	150,000
	new PW truck 15 yrs old, 100k+	0	0	0	0	0	0
	Vehicles	0	90,000	0	60,000	0	150,000
	Plant Replacement	5,000	5,000	5,000	5,000	5,000	25,000
	Park & ROW Improvements	10,000	5,000	5,000	5,000	5,000	30,000
	Equipment Replacement	15,000	2,000	5,000	2,000	5,000	29,000
	Arborist	0	0	0	0	0	0
	grant match of \$25k eliminated	0	0	0	0	0	0
	Parks & Landscaping	30,000	12,000	15,000	12,000	15,000	84,000
	Equipment & Electronics, Accting softwa	20,000	10,000	10,000	10,000	5,000	55,000
	Flood & Fire Protection, ADA Issues	5,000	10,000	10,000	5,000	5,000	35,000
	Town Hall	25,000	20,000	20,000	15,000	10,000	90,000
	Pedway	-	25,000	85,000	-	-	110,000
	Annual Expenditures	477,500	569,500	542,500	467,000	405,000	2,461,500

Current Projections Include	277,500	342,500	307,500	205,000		1,132,500
Additional Recommendations	200,000	227,000	235,000	262,000	405,000	1,329,000

Available funds to cover additional recommendations:		Remaining Shortfall
3.1	750,000	579,000
2.87	280,000	1,049,000
2.8 (Ben Cuts)	350,000	979,000

Remaining Four Years of Currently Adopted CIP for 2014-2019

CAPITAL IMPROVEMENT PLAN		2016	2017	2018	2019	4-YEAR TOTAL
	2000 +/- linear feet/year re-paving	60,000	60,000	60,000	60,000	240,000
	Signage Reflectivity Replacement	10,000	10,000	10,000	0	30,000
	Concrete spalling, seawalls, bridges	25,000	25,000	25,000	25,000	100,000
Streets & Bridges		95,000	95,000	95,000	85,000	370,000
	250 structures maintained	15,000	15,000	15,000	15,000	60,000
	cleanouts	10,000	10,000	10,000	10,000	40,000
	inlets	10,000	10,000	10,000	10,000	40,000
	Grant Match	37,500	37,500	37,500		112,500
	Additional cleanouts	0	25,000			25,000
Storm Water System		72,500	72,500	72,500	35,000	277,500
	Line cars 7+ yrs and 150,000k miles	0	90,000	0	60,000	150,000
	new PW truck 15 yrs old, 100k+	0	0	25,000	0	25,000
Vehicles		0	90,000	25,000	60,000	175,000
	Plant Replacement	5,000	5,000	5,000	5,000	20,000
	Park & ROW Improvements	5,000	5,000	5,000	5,000	20,000
	Equipment Replacement	25,000	0	0	0	25,000
	Arborist	5,000	5,000	5,000	5,000	20,000
	grant match of \$25k eliminated					-
Parks & Landscaping		40,000	15,000	15,000	15,000	85,000
	Equipment & Electronics, Accting software	5,000	5,000	5,000	5,000	20,000
	Flood & Fire Protection, ADA Issues	10,000	15,000	10,000	5,000	40,000
Town Hall		15,000	20,000	15,000	10,000	60,000
Pedway		0	25,000	85,000	0	110,000
Annual Expenditures		222,500	317,500	307,500	205,000	1,077,500

TOWN OF SEWALL'S POINT



PAMELA MAC'KIE WALKER
Town Manager

TO: Town of Sewall's Point Commission
FROM: Pamela Mac'Kie Walker, Town Manager
SUBJECT: **Agenda Item 1.c Annual Wage & Benefit Plan** Preliminary Budget Public Hearing] September 21, 2015

In accordance with the Town Charter, I have attached to this memo my recommendation for wage and benefit plans for Town staff for your consideration and approval. As your review will confirm, the proposal changed very little from that adopted by the Commission on September, 24, 2014. The proposed changes, highlighted in **blue** below, reflect the shifting responsibilities among the Town staff. The recommended salary/wage for each position included in the proposed budget is within of below the range for the respective positions. Changes in titles and salaries reflect reorganized responsibilities.

2015-16 Position Classification and Salary Plan							
Position	Recommended 2016 Range			Class	Adopted 2015 Range		
	Low	Mid	High				
Town Manager	84,000	97,000	110,000	1	84,000	97,000	110,000
Police Chief	85,000	90,000	95,000	2	85,000	90,000	95,000
Building Official/ Public Works Director	75,000	80,000	85,000	2	75,000	80,000	85,000
Town Clerk	50,000	55,000	60,000	2	45,000	50,000	55,000
Police Assistant	35,000	40,000	45,000	3	35,000	40,000	45,000
Town Assistant	35,000	40,000	45,000	3	25,000	30,000	35,000
Public Works Foreman	35,000	40,000	45,000	4	25,000	30,000	35,000

The summary of benefits is also provided. It reflects the benefits and employee contribution amounts set out in the Staff's recommended budget.

As you know, I have also re-written the HR Manual and attach it as a part of the Wage & Benefit Plan for your approval concurrent with the new fiscal year.

A selective list of the highlighted modifications to that manual is as follows:

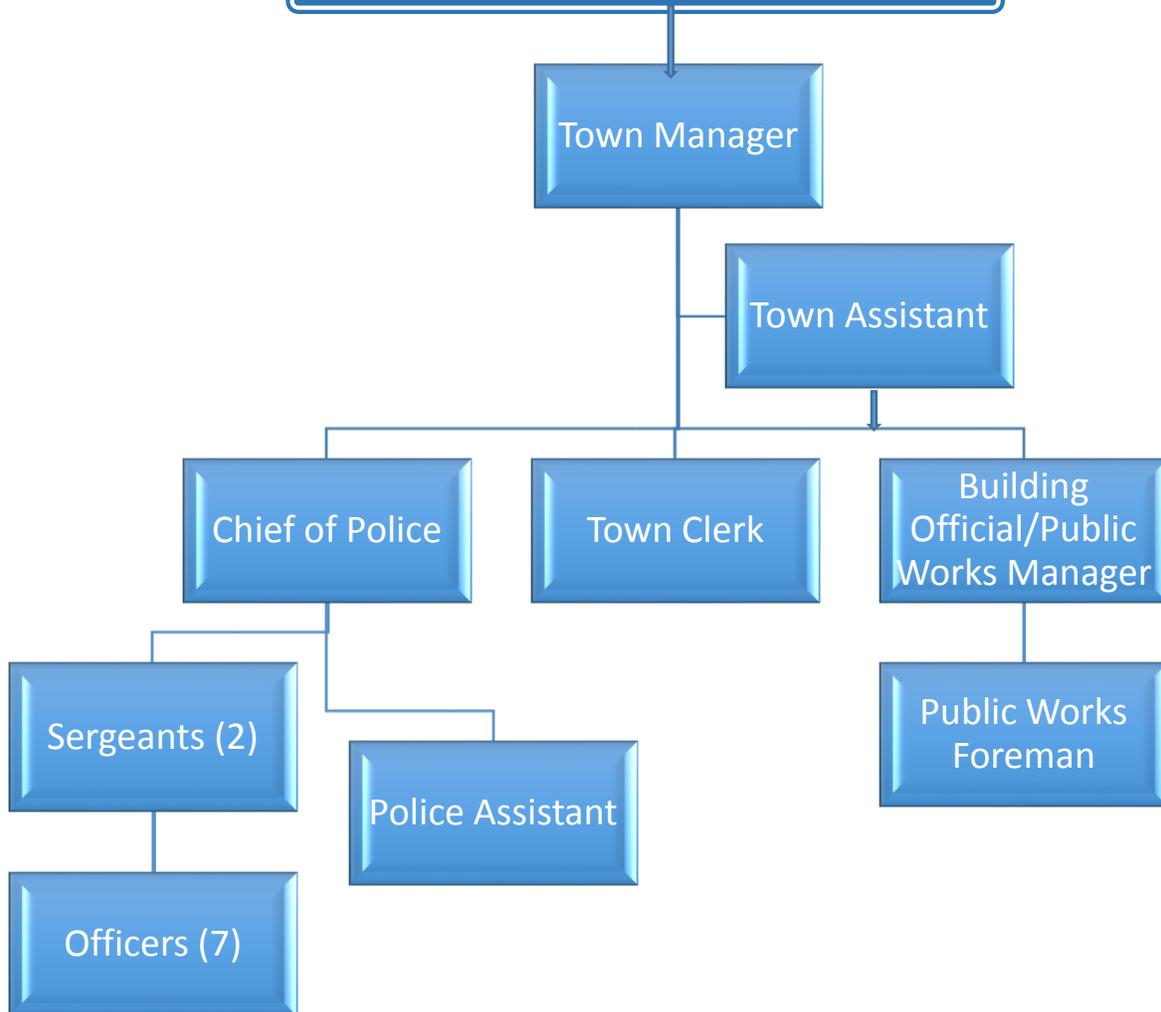
- Inclusion of the State Ethics policy for public employees in lieu of a Town list of prohibited activities. The State system offers the employee an anonymous hot line to call with any questions, written and informal interpretations, and a clear system for enforcement, which is much better than an *ad hoc* Town-only policy.

- Adoption of tobacco and drug-free policies that promote health and safety. This policy allows for drug testing for new hires with responsibilities like driving Town vehicles, and for testing in the event of a reasonable suspicion.
- Holidays are changed slightly, continuing to allow 11 fixed and 2 “floating” holidays, but changing the fixed holidays to include Martin Luther King Day in lieu of Good Friday, which may be selected by employees with that religious tradition as one of their floating holidays.
- Bereavement Leave is reinstated.
- A Disciplinary Action and Grievance Procedure policy is included.
- Annual leave will accrue monthly rather than on employment anniversaries (although annual leave cannot be used during the first six months of employment).

Many other provisions of the policy were clarified, and legal requirements were updated. Policies that had been unwritten practice, such as the sick leave pool and temporary restricted duty, were documented.

Further, as directed last year upon adoption of the Career Path Compensation Plan for the Police Department (the “Career Plan”), I have attempted to craft a statement for inclusion in the HR Manual indicating that while the Career Plan is NOT a contract, it is a “statement of intention” to fund the Career Plan. That proposed statement provides that the Career Plan *“is not a contract but is a statement of the Town Commission’s policy and intention to budget funds for implementation of the Career Plan.”*

Recommendation: Staff recommends that the attached wage and benefit plan be adopted by the Commission and that the HR Manual be adopted as proposed.



TOWN OF SEWALL'S POINT SALARY & BENEFITS PLAN FY 2015-16

2015-16 Position Classification and Salary Plan					
Civilian Position	Low	Mid	High	Class	
Town Manager	\$90,000	\$100,000	\$110,000	1	
Police Chief	\$85,000	\$90,000	\$95,000	2	
Building Official/ Public Works Director	\$75,000	\$80,000	\$85,000	2	
Town Clerk	\$50,000	\$55,000	\$60,000	2	
Police Assistant	\$35,000	\$40,000	\$45,000	3	
Town Assistant	\$35,000	\$40,000	\$45,000	3	
Public Works Foreman	\$35,000	\$40,000	\$45,000	4	
Police Officers	Police Department Career Path Plan				
POSITION	Probationary	Police	Police Officer	Master	Sergeant
Step 1 - Starting Pay	\$41,082				
Step 2	\$43,136				
Step 3		\$45,292			
Step 4		\$47,557			
Step 5		\$49,935	\$49,935		
Step 6		\$52,432	\$52,432		
Step 7		\$55,053	\$55,053		\$61,170
Step 8		\$57,806	\$57,806	\$57,806	\$64,228
Step 9		\$60,848	\$60,848	\$60,848	\$67,609
Step 10			\$62,408	\$62,408	\$69,342
Step 11			\$64,008	\$64,008	\$71,120
Step 12			\$65,649	\$65,649	\$72,943
Step 13			\$67,332	\$67,332	\$74,813
Step 14				\$67,335	\$74,816
Step 15				\$69,061	\$76,734
Step 16				\$70,831	\$78,701
Step 17				\$72,647	\$80,000
Step 18				\$74,512	
Step 19				\$76,423	

Police Department Career Path Compensation Plan Procedures

All evaluation for advancement will occur on an Officer's Anniversary Date, which is measured from either (a) the date of hire or (b) the date of completion of Field Training. All "Advanced Training" associated with Career Path steps shall be (a) IN ADDITION TO any FDLE required mandatory re-training and (b) be pre-approved by the Chief of Police.

Step One: New officers with no experience start at Step 1. Officers with recent and relevant police experience may start at Step 2 at the discretion of the Town Manager.

Step Two: Progression from Step 1 to Step 2 requires

- Satisfactory completion of the 1-year probationary period commencing on completion of Field Training

Step Three: Progression from Step 2-Probationary Officer to Step 3-Police Officer 1 requires:

- successful completion of radar training; and
- successful completion of breath test operator training; and
- an above average overall evaluation.

Steps Three through Nine as a Police Officer I: Progression from Steps 3 through 6 requires (for each step):

- completion of a minimum of 24 hours of pre-approved advanced training; and
- an above average evaluation each year

For Promotion to a Police Officer II: Progression from Police Officer 1 to Police Officer II requires:

- employment by the Department for a minimum of 5 years; and
- possession an Associate's Degree from an accredited college/university; and
- completion cumulatively of at least 150 hours of pre-approved career development training, which must include (a) Field Training Officer and (b) Standard Field Sobriety Testing;
- an above average evaluation; and
- Recommendation of the Chief of Police

Steps Five through Thirteen as a Police Officer II: Progression from Steps 5 through 13 requires (for each step):

- completion of a minimum of 24 hours of pre-approved advanced training; and
- an above average evaluation each year.

For Promotion to a Master Officer: For promotion from a Police Officer II to Master Officer requires:

- employment by the Department for a minimum of 7 years; and
- possession an Bachelor's Degree from an accredited college/university; and
- completion cumulatively of at least 250 hours of pre-approved career development training;
- an above average evaluation; and
- Recommendation of the Chief of Police

Steps Eight through Nineteen as a Master Officer: Progression from steps 8 to 19 requires

- a minimum of 24 hours of advanced training each; and
- year above average evaluation each year

NOTE: Current officers' who have not met the Step requirements for their current pay as of the effective date of this plan (October 1, 2014) will not receive a pay reduction but will not be eligible for increases until the requirements for increase in the Career Path Compensation Plan have been met. Modifications from the plan may be made by the Town Manager when in the best interest of the Town.

2015



2016



EMPLOYEE BENEFIT HIGHLIGHTS

IMPORTANT CONTACT INFORMATION

Town of Sewall's Point	Contact Name	Contact Information
Town of Sewall's Point Town Clerk	Benefit Inquires Human Resources	(772) 287-2455 ext. 14
Service	Provider	Contact Information
Medical Insurance	Florida Blue	Customer Service: 1-800-352-2583 www.floridablue.com Agent: MacWilliams Insurance Services, Inc Terrilynn MacWilliams (772)778-8366 work (772) 633-8160 mobile tmac@macwilliaminsurance.com
Dental Insurance	Standard Insurance	Customer Service: 1-800-547-9515 Agent: MacWilliams Insurance Services, Inc Terrilynn MacWilliams (772)778-8366 work (772) 633-8160 mobile tmac@macwilliaminsurance.com
Basic Life and AD&D Insurance	Standard Insurance	Customer Service: 1-800-628-8600 Agent: MacWilliams Insurance Services, Inc Terrilynn MacWilliams (772)778-8366 work (772) 633-8160 mobile tmac@macwilliaminsurance.com
Personal Supplemental Insurance	Aflac	Customer Service: 1-800-992-3522 www.aflac.com Agent: Michael Fletcher (772)778-8858 work (772)473-1464 mobile mnfletcher@bellsouth.net
Retirement Plans		
Deferred Compensation	ICMA-RC Plan # 107571	Customer Service: 1-800-669-7400 Monday through Friday, Between 8:30 a.m. and 9:00 p.m. ET. www.icmarc.org

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Introduction

The Town of Sewall's Point offers a comprehensive fringe benefit package for all eligible employees. A variety of these employee benefit programs have been highlighted in this booklet as a general reference. Please refer to the Town's Personnel Policies, and/or Certificates of Coverage for detailed descriptions of all available employee benefit programs and stipulations therein. Questions and further clarifications regarding this booklet's contents may be directed to the Town Clerk.

Medical Insurance

Florida Blue
1-800-352-2583
www.floridablue.com

Agent: Terrilynn MacWilliams
Phone: (772)778-8366 work
(772) 633-8160 mobile
Email: tlmac@macwilliaminsurance.com

The Town of Sewall's Point offers a medical insurance plan Florida Blue. A brief description of the plan is provided below. Employees may enroll eligible Dependents at the cost per pay period shown on the premium table below. A summary of benefits is provided on the following pages. For detailed coverages, exclusions and stipulations, please refer to the carrier's benefit summary or contact.

Group Insurance Eligibility

The Town group insurance plan year is October 1st through September 30th.

Employee Eligibility

Employees are eligible to participate in the Town's insurance plans if they are full-time employees. Coverage will be effective the 1st day of employment. If you separate from the Town, insurance will continue through the end of the month in which the separation occurred. COBRA continuation of coverage may be available through the State of Florida but is not required by applicable law for the Town.

Dependent Eligibility

A dependent is defined as the legal spouse and/or dependent child(ren) of the participant or the spouse. Dependent children may be covered through the end of the calendar year in which the child reaches age 26 for medical and age 26 for dental. The term "child" includes any of the following: a natural child, a foster child, a legally adopted child, a stepchild, a newborn (up to age 18 months) of a covered dependent, or a child for whom legal guardianship has been awarded to the participant or participant's spouse.

Dependent Eligibility Age Requirements

Eligibility requirements for eligible Over-age Dependents have been eliminated for group medical and dental insurance. Over-age Dependents may be covered by the medical plans through the end of the calendar year in which the child turns age 26.

Medical coverage may continue to the end of the calendar year in which the dependent reaches the age of 30, if the dependent is: not eligible for insurance through Employer, Military, Medicare or Medicaid

Disabled Dependents

Coverage for an unmarried dependent child may be continued beyond age 26 if:

- The dependent is physically or mentally disabled and incapable of self-sustaining employment; AND
- The dependent is otherwise eligible for coverage under the group medical plan; AND
- The dependent has been continuously insured; AND
- Coverage began prior to the age of 19.
- Proof of disability will be required upon request. Please contact the Town Clerk if further clarification is required.

Taxable Dependents

Employees covering adult children under their medical insurance plan may continue to have the related coverage premiums payroll deducted on a pre-tax basis through the end of the calendar year in which the child reaches age 26. Beginning January 1st of the calendar year in which the child reaches age 27 through the end of the calendar year in which the child reaches age 30, imputed income for the value of the applicable adult child's coverage for the coverage period must be reported on the employee's W-2. Imputed income is the dollar value of insurance coverage attributable to covering the adult child. There is no imputed income if an adult child is eligible to be claimed as a dependent for federal income tax purposes on the employee's tax return. Check with Human Resources for further details if you are covering an adult child who will turn 27 any time in the upcoming calendar year or for more information.

Domestic Partner

Domestic Partner means a person of the same or opposite sex with whom the Covered Employee (employee only) has established a Domestic Partnership. Domestic Partnership means a relationship between a Covered Employee (employee only) and one other person of the same or opposite sex who meet at a minimum, the following eligibility requirements:

- Both individuals are each other's sole Domestic Partner and intend to remain so indefinitely;
- Individuals are not related by blood to a degree of closeness (e.g., siblings) that would prohibit legal marriage in the state in which they legally reside;
- Both individuals are unmarried, at least 18 years of age, and are mentally competent to consent to the Domestic Partnership;
- Both individuals are financially interdependent and have resided together continuously in the same residence for at least 12 months prior to applying for coverage and intend to continue to reside together indefinitely;
- The Covered Employee has submitted to the Town acceptable proof of evidence of common residence and joint financial responsibility; and
- The Covered Employee has completed and submitted any required forms to the Town and the Town has determined the Domestic Partnership eligibility requirements have been met.

Eligibility Requirements for Dependent(s)

- The Covered Employee's (employee only) present Domestic Partner when the Covered Employee has completed and submitted any required forms to the Small Employer and the Small Employer has determined the Domestic Partnership eligibility requirements have been met;
- The Covered Domestic Partner's dependent child(ren), who is under the limiting age, who meets all of the following eligibility requirements, and the eligibility requirements for Dependents listed in item #3 of this subsection:
 - Resides regularly with the Covered Employee and the Domestic Partner, or the Domestic Partner is required to provide coverage for the child(ren) by court order; or
 - The child(ren) qualifies as the Domestic Partner's dependent(s) for tax purposes under the federal guidelines; and
 - The child(ren) meets and continues to meet the eligibility requirements as outlined in this section.
 - The newborn child of a Covered Dependent child. Coverage for such newborn child will automatically terminate 18 months after the birth of the newborn child.

Note: It is your sole responsibility as the Covered Employee to establish that a child meets the applicable requirements for eligibility. Eligibility will terminate on the last day of the month in which the child no longer meets the eligibility criteria required to be an Eligible Dependent.

Continuing Coverage

Covered Domestic Partners and/or Covered Dependents of Domestic Partners are not entitled to continuing coverage but, may be entitled to apply for a conversion policy.

Qualifying Events and IRS Code Section 125

IRS Code Section 125

Premiums for medical, dental and/or certain Aflac policies and contributions to FSA accounts (Health Care and Dependent Care FSAs) are deducted through a Cafeteria Plan established under Section 125 of the Internal Revenue Code (IRC) and are pre-tax to the extent permitted. Under Section 125, changes to your pre-tax benefits can be made ONLY during the Open Enrollment period unless you or your qualified dependents experience a qualifying event and the request to make a change is made within 30 days of the qualifying event.

Under certain circumstances, you may be allowed to make changes to your benefits elections during the Plan Year, if the event affects your own, your spouse's, or your dependent's coverage eligibility. An "eligible" qualifying event is determined by the Internal Revenue Service (IRS) Code, Section 125.

Examples of Qualifying Events

- You get married or divorced
- You have a child, gain legal custody or adopt a child
- Your spouse and/or other dependent(s) die(s)
- You, your spouse, or dependent(s) terminate or start employment
- An increase or decrease in your work hours causes eligibility or ineligibility
- A covered dependent no longer meets eligibility criteria for coverage
- A child gains or loses coverage with an ex-spouse
- Gain or loss of Medicare coverage
- Gain or loss of eligibility for Medicaid or CHIP coverage (60 day notification period)

IMPORTANT

If you experience a qualifying event, you must contact the Town Clerk within 30 days of the qualifying event to make the appropriate changes to your coverage. Beyond 30 days, requests will be denied and the employee may be responsible both legally and financially for any claim and/or expense incurred as a result of the employee or a dependent who continues to be enrolled but no longer meets eligibility requirements. If approved, changes will take place in accordance with the carrier's policies and procedures. However, newborns are effective on the date of birth. You will be required to furnish valid documentation supporting a change in status or "Qualifying Event."

Medical Insurance Premiums

The Town provides a medical plan through Florida Blue to benefit eligible employees. The cost for coverage are listed in the premium table below. **For information about your medical plan please refer to the Summary of Benefits and Coverage (SBC) provided.**

Medical Insurance – Florida Blue 24 Pay Period Premium Deductions

Tier of Coverage	Employee Cost per Pay Period
Employee Only	\$25.00
Employee + Family	\$175.00

Medical Insurance: Florida Blue Plan At A Glance

A summary of benefits is provided on the following page. For detailed coverages, exclusions and stipulations, please refer to the carrier's benefit summary or contact.

Health Insurance		
BLUE CROSS PLATINUM PLAN 14003	In Network	Out of Network
PHYSICIAN Office Visit PRIMARY SPECIALIST	\$10 \$10 \$25 copay	50% after annual deductible
INPATIENT HOSPITAL SERVICES	\$300 per day (\$900 MAX)	50% after annual deductible
OUTPATIENT HOSPITAL SERVICES	Option 1: \$150 Option 2: \$350	50% after annual deductible
EMERGENCY ROOM SERVICES	\$100 co-payment	\$100 co-payment
URGENT CARE CENTERS	\$30 co-payment	50% after annual deductible
AMBULATORY SURGICAL CENTER	\$100 co-payment	50% after annual deductible
INDEPENDENT CLINICAL LAB	100% Covered	50% after annual deductible
ADVANCED IMAGING SERVICES (AIS)	\$75 co-payment	50% after annual deductible
PHYSICIAN SERVICES AT HOSPITAL, EMERGENCY ROOM & AMBULATORY SURGICAL CENTER	100% covered	100% covered
PRESCRIPTION DRUG BENEFITS Generic - Condition Care RX/All Other Brand - condition Care Rx/ Preferred/Non-Preferred/Specialty	\$4/\$10 \$15/\$30/\$50/\$150	*Mail Order (90 days) \$8/\$20 \$30/\$60/\$100/NC
MEDICAL PHARMACY (Applies to Office/Specialty Vendors)	20% to \$200 OOP per month	50% after annual deductible
CASH DEDUCTIBLE (Individual / Family)	\$500/\$1,000	\$1,000/\$3,000
CO-INSURANCE PAID BY BCBS	80%	50%
OUT - OF - POCKET (Individual / Family)	\$2,000/\$6,000	\$5,000/\$10,000
LIFETIME MAXIMUM	UNLIMITED	UNLIMITED
LIFETIME MAXIMUM	UNLIMITED	UNLIMITED

Dental Insurance: The Standard Insurance

The Standard
Customer Service: 1-800-547-9515

Agent: Terrilynn MacWilliams
Phone: (772)778-8366 work
(772) 633-8160 mobile
Email: tlmac@macwilliaminsurance.com

The Town of Sewall's Point offers a dental plan at no cost to Employees. A brief description of the plan is provided below. Employees may enroll eligible Dependents at the cost per pay period shown on the premium table below. A summary of benefits is provided on the following page. For detailed coverages, exclusions and stipulations, please refer to the carrier's benefit summary or contact.

Dental Insurance The Standard Dental Care Plan 24 Pay Period Premium Deductions

Tier of Coverage	Employee Cost
Employee Only	\$0.00
Employee + Spouse	43.30
Employee + Children	59.61
Employee + Family	92.92

In-Network Benefits

The Dental Plan is a PPO dental plan. It DOES NOT require you to select a Primary Dental Provider who participates in the Standard to coordinate your care. You will only be subject to co-pays from in-network dental providers. The Dental Plan's co-pays are based on The Standards discounted fee schedule.

Out of Network Benefits

The Dental Plan does offer coverage for services from providers not in the network (out of network).

How to Locate a Provider

To search for a participating provider, contact Customer Service or <http://ameritas-dental.prismisp.com>.

Calendar Year Deductible

The Dental Plan does require you to meet a calendar year deductible before benefits begin for any "non-preventative services".

Calendar Year Benefit Maximum

There is a \$2,000 per covered person per calendar year maximum.

Please note the following:

- **Each covered family member is entitled to 2 FREE cleanings every six (6) months. (1 time every 180 days)**
- **Waiting periods and age limitations may apply.**

Dental Insurance: Standard Insurance Plan At A Glance

Dental Insurance	THE STANDARD	
BENEFITS	In Network	Out of Network
ANNUAL DEDUCTIBLE Individual / Family	\$50/\$150	\$50/\$150
ANNUAL MAXIMUM	\$2,000	
PREVENTIVE	100%	80% of U & C
BASIC	90%	80% of U & C
MAJOR	60%	80% of U & C

This benefits summary has been provided as a convenient reference. For details regarding all the plan's coverages, exclusions and stipulations, contact Customer Service.

Basic Life and AD&D Insurance

The Standard
1-800-628-8600

Agent: Terrilynn MacWilliams
Phone: (772)778-8366 work
(772) 633-8160 mobile
Email: tlmac@macwilliaminsurance.com

The Town provides Basic Life Insurance through Standard Life Insurance to all benefit eligible employees at no cost to you. Your coverage amount will be determined by your annual salary, excluding overtime, as illustrated in the benefit table below.

Life Insurance	THE STANDARD
Life Insurance Amount	1x Annual Salary (max \$150,000)

Accidental Death and Dismemberment

Also at no cost to you, the Town provides Accidental Death & Dismemberment Insurance (AD&D) through The Standard. AD&D pays in addition to the Basic benefit when death occurs as a result of an accident. A partial benefit is also payable. The dollar amount of the AD&D benefit matches the dollar amount of the Basic benefit.

***Always remember to keep your beneficiary forms updated.
Beneficiary information may be updated at any time
through the Town Clerk.***

Long Term Disability Insurance

The Standard
1-800-628-8600

Agent: Terrilynn MacWilliams
Phone: (772)778-8366 work
(772) 633-8160 mobile
Email: tlmac@macwilliaminsurance.com

The Town offers Long Term Disability (LTD) insurance through The Standard to all eligible employees on a voluntary basis. The LTD benefit pays you a percentage of your gross monthly earnings if you become disabled due to and off the job injury or sickness. The premium rate is based on the employee's age and covered salary.

Supplemental LTD Plan Summary

- The LTD benefits pays 60% of your monthly earnings up to a monthly maximum of \$10,000.
- An employee must be disabled for 120 days prior to becoming eligible for the LTD benefit.
- Your LTD benefit will be offset by Workers' Compensation or Social Security Disability.
- If you return to work on a part-time basis, you may continue to be eligible for partial benefits.
- Periodic evaluations will occur at the discretion of The Standard.
- The employee will continue to receive benefits for 24 months if unable to return to their own occupation.
- After 24 months, if the employee can return to any occupation for which they are suitably trained, educated, and capable of performing, the employee must return to that occupation (if the salary of that occupation does not meet the salary of the employee's own occupation, the plan will pay the difference).

THE STANDARD
60%
\$64,969.00
\$6,000.00
\$100.00
120 DAYS
SS Normal Retirement Age
24 Months
Full Benefit
100%

Personal Supplemental Insurance

Aflac
www.aflac.com

Agent: Michael Fletcher
Phone: (772) 778-8858 work
(772) 473-1464 mobile
Email: mnfletcher@bellsouth.net

The Town offers a variety of voluntary supplemental insurance plans through Aflac. These policies may be purchased separately and the premiums are payroll deducted tax free. The available Aflac plans are listed below.

- Hospital Protection Plan
- Personal Cancer Indemnity Plan
- Specific Health Event
- Personal Sickness Indemnity Plan
- Personal Accident Indemnity Plan
- Short Term Disability
- Vision
- Voluntary Life Insurance

To learn more about Aflac's available coverages or to schedule a personal appointment, contact the Town's Aflac representative, Michael Fletcher, using the contact information provided above.

Retirement Plans: Deferred Compensation

ICMA Retirement Corporation Plan #107571

Customer Service: 1-800-669-7400

www.icmarc.org

All full-time employees received a fixed employer contribution of 15% of base pay (excluding overtime and bonuses). The plan includes a vesting schedule of 20% per year beginning in year 2 (i.e. the employee is vested in 20% of the contribution on their second anniversary of fulltime employment; 40% on their third anniversary; 60% on their fourth anniversary; 80% on their 5th anniversary and 100% on their 6th anniversary of employment). The plan is individually managed by the employee by selection of investment options offered by the managing entity (ICMA Retirement Corporation).

Deferred Compensation Retirement Plans

Deferred compensation retirement plans are governed by Section 457 of the Internal Revenue Service (IRS) Code. Town employees have the option of selecting a wide variety of market-responsive investment options for retirement planning and asset allocation strategizing. Employees may contribute 100% of salary up to \$16,500 (participants 50 years of age or older may contribute an additional \$5,500). Choice of programs to select from include ICMA-RC.

Loan Provision

A loan provision in each of the deferred compensation contracts is available. A participant loan provision enables employees to borrow from their ICMA retirement plan. The loan guidelines are set by the IRS: eligibility; maximum loan amounts; interest rates; repayment method; default fees; etc. The loan option is an individual decision and requires the employee to be accountable and responsible for taking money out of their retirement account. This loan provision is separate and in addition to the emergency withdrawal provision.

Town Programs

Service Recognition

All eligible full-time employees will be presented gift awards based on the number of years of continuous service to the Town. The employee service recognition program award gift value schedule is shown in table on the right.

Service Recognition Program Award Gift Value Schedule	
5 Years of Continuous Service	Award Gift Value of \$100
10 Years of Continuous Service	Award Gift Value of \$200
15 Years of Continuous Service	Award Gift Value of \$300
20 Years of Continuous Service	Award Gift Value of \$400
25 Years of Continuous Service	Award Gift Value of \$500
30 Years of Continuous Service	Award Gift Value of \$600

Education

The Town may offer an educational reimbursement program on a fiscal year basis. Please check with your Department Manager for details.

Direct Deposit

Employees are required to have their paychecks directly deposited into any participating financial institution account of their choosing. Employees may also determine the amount of each paycheck that is to be direct deposited as follows:

- Total net pay.
- Percentage of net pay
- Fixed amount of net pay.
- Up to five separate distributions of net pay.
-

Holidays

All eligible full-time employees are eligible for “holiday pay” for the holidays listed at right. If a holiday falls on Saturday, it shall be observed on the Friday preceding. If a holiday falls on a Sunday, it will be observed on the following Monday. Holidays will be regarded as hours worked.

Furthermore, two optional holidays are also provided for regular full-time employees who have completed 6 months of employment with the Town. The use of optional holidays must be requested and approved at least 48 hours in advance and are not payable at the time of termination or separation.

Town of Sewall’s Point Holiday Schedule
New Year’s Day Martin Luther King, Jr. Day President’s Day Memorial Day Independence Day Labor Day Veterans’ Day Thanksgiving Day Day after Thanksgiving Christmas Holiday Christmas Day (2) Floating Holidays

Uniforms

Uniforms may be furnished to employees, where applicable, as determined appropriate by the Town.

Leave Policies

Bereavement Leave

Employees shall be allowed bereavement leave with no loss of pay in the event of the death of a family member. Please refer to Town policy for the definition of immediate family member, as well as the bereavement leave schedule.

Annual Leave – Rate of Accrual

Annual Leave accrues according to an employee’s length of service, and employees are eligible to use such leave after completing 6 months of continuous service.

YEARS OF SERVICE	HOURS ACCRUED PER ELIGIBLE PAY PERIOD
1 – 5	3.077
5 - 10	4.62
10 - 15	6.16
Over 15	7.70

As an example, at the end of the first completed year of service, a full-time employee may accrue a maximum of 80 paid vacation hours (3.077 x 26 pay periods = 80 hours).

Sick Leave

Full-time employees shall accrue Sick Leave at the rate of 3.7 hours per pay period.





**TOWN OF SEWALL'S POINT
HUMAN RESOURCES
POLICY MANUAL**

Revised Effective October 1, 2015

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SECTION 1 - GENERAL PROVISIONS

1.1 PURPOSE

The purpose of this Human Resources Policy Manual is to communicate the Town's personnel policies which shall serve as a guide to administrative actions covering most human resources issues which shall arise. These procedures are intended to indicate the customary methods of carrying out the aims of the Town's policies as set forth herein by this manual. Any actions not specifically covered shall be interpreted by the Town Manager with such interpretations to be in keeping with the intent and purposes of this Human Resources Policy Manual, all within the Town Manager's sole discretion.

The Human Resources Policy Manual is not an employment contract and should not be considered as such; the Manual is a summary and a guideline regarding certain Town benefits, policies and procedures, which are subject to change as the Town deems appropriate with or without notice. This Human Resources Policy Manual supersedes all previously issued Human Resources Policy Manuals and inconsistent verbal or written policy statements.

All Town employees are at-will employees. Accordingly, either the employee or the Town may terminate the relationship at will, with or without cause or notice, at any time. Notwithstanding the preceding, the Town has determined that it will establish a Grievance Procedure for its at-will employees. The establishment of the Grievance Procedure for at-will employees does not change the nature of their at-will employment.

The responsibility for modification and/or interpretation of this Manual is delegated to the Town Manager in accordance with the provisions of the Town Charter and Town Ordinances. Modifications of policy-level matters shall require the approval of the Town Commission.

1.2 CODE OF ETHICS OF TOWN EMPLOYEES

It is the policy of the Town that no officer or employee will have any interest, financial or otherwise, direct or indirect; or engages in any business transaction or professional activity; or incurs any obligation of any nature which is in conflict with the proper discharge of his or her duties in the public interest. All Town employees are bound to observe, in their official acts, the highest standards of ethics consistent with Chapter 112 of the Florida Statutes and the advisory opinions rendered by the Florida Commission on Ethics regardless of personal considerations, recognizing that promoting the public interest and maintaining the respect of the people in their government must be of foremost concern.

1.3 POSITIONS COVERED

This Manual covers all of the Town positions that are paid employees of the Town.

1.4 ADMINISTRATION

The Town Manager shall be responsible for the overall administration of the Rules and Regulations as set forth herein by this Human Resources Policy Manual, and may make minor exceptions when in the best interests of the Town. Department Directors shall be responsible for overall administration of these Human Resources Rules and Regulations within their respective departments. Routine matters pertaining to enforcement may be delegated.

1.5 DEPARTMENTAL POLICIES

Departmental policies and procedures shall serve as supplements to this Human Resources Policy Manual and all written policies and procedures shall be kept on file in the Town Clerk's Office. In the event of conflict, the Town Rules and Regulations contained herein shall take precedence.

SECTION 2 – EMPLOYMENT POLICIES

2.1 APPOINTMENT AND REMOVAL

The Town Manager has the authority to appoint, transfer, discipline, demote, and remove all Town employees.

2.2 POSITION CONTROL

All positions in the Town are established through a budget each fiscal year. The establishment of new additional positions shall be approved by the Town Commission upon recommendation of the Town Manager. Employees to fill approved new positions shall be appointed only after the position has been evaluated, classified, and assigned to a pay grade by the Town Commission.

2.3 TYPES OF APPOINTMENTS

1. Probationary – All employees must successfully complete a probationary period of twelve (12) months from the date of hire or date of completion of training, whichever is later. Departmental policies may supersede this requirement by extending but not reducing the time of probation. For unemployment compensation purposes, delivery of this handbook shall serve as notice that the Town is not liable for unemployment benefits upon termination for failure to meet performance standards within the first ninety (90) days of employment.
2. Regular - Employees who work full or part-time on a continuous basis after completion of the applicable probationary period.
3. Full Time - Employee are scheduled to work forty (40) or more hours per work week.
4. Student or Intern - Appointments which have the purpose of affording students of public administration and other professional areas an opportunity to gain actual work experience. Such appointments are for a definite period of time and require the approval of the Town Manager.
5. Emergency - In order to prevent stoppage of public business or loss or serious inconvenience to the public, appointment of employees on a temporary basis may be authorized by the Town Manager up to one hundred eighty (180) days unless extended by the Town Manager.
6. Part-time - Employees who work fewer than forty (40) hours per week on a continuous basis throughout the year.
7. Temporary - Positions (whether part-time, full-time, hourly, or contractual) anticipated to be of comparatively short or definitely limited duration up to 180 days per calendar year unless extended by the Town Manager, for special projects, grants, or programs.
8. Trainee - Employees who do not meet the minimum qualifications of the position, and who work full or part-time on a continuous basis. The length of training is at the discretion of the Department Director, submitted in writing and approved by the Town Manager.

2.4 TRANSFERS

An employee may be transferred from a classification to a different classification in the same pay grade with the same or similar job duties in the same department or another department at the discretion of the Town Manager.

2.5 DEMOTIONS

An involuntary or voluntary demotion is the assignment of an employee from one classification to another classification in a lower pay grade. An employee may be demoted at the discretion of the Town Manager.

2.6 RE-HIRES

All rehired employees are considered new employees, including without limitation, for purposes of any and all required background checks, screenings, and testing, and for all benefit purposes such as insurance, leave time, salary increases, if any, and other benefits. Exceptions to this policy can be made at the discretion of the Town Manager in the best interests of the Town; provided however, that no exception can be made to background checks or similar requirements.

2.7 HOURS OF WORK

The Town Manager, in consultation with Department Directors, shall establish the hours of work in accordance with the needs of the Town, and shall take into account the needs of the public served by the Department.

Lunch periods are scheduled at the discretion of the Department Director within the guidelines as established by the Town Manager.

When a department's program is such that the office is open for public service more than forty (40) hours per week, the Department Director shall schedule the work as necessary to provide full service, but should limit the work week of each employee to forty (40) hours per week. However, it should be noted that exempt employees are expected to work all hours necessary to satisfactorily perform the job.

At an individual Department Director's discretion, Town employees may be permitted to utilize two (2) paid fifteen (15) minute breaks, one in the morning and the other in the afternoon. This benefit is intended to give employees the opportunity to take a "time-out" from work duties whenever workload permits and rejuvenate themselves for the remainder of the day.

2.8 OVERTIME, COMPENSATORY, AND DISCRETIONARY TIME

1. Overtime

In any department, overtime shall be authorized or directed for overtime eligible employees only when it is in the best interest of the Town and is the practical and economical way of meeting workloads or deadlines. All overtime shall be authorized by the Department Director. Employees shall be required to work overtime when requested unless excused by their Department Director.

Employees who are overtime eligible classifications shall be paid overtime at the rate of one and one-half of their regular rate of pay for all time worked in excess of their scheduled forty (40) hours actually worked in that work week. Department Directors may grant an employee's request to change their shift schedule. A change in schedule will not result in overtime, unless it is provided for under the Fair Labor Standards Act (FLSA).

2. Compensatory & Discretionary Time

Compensatory time off may be granted by the Town in lieu of overtime cash payments as agreed to by the employee upon receipt of this HR Policy Manual and continuing employment thereafter. Compensatory time off will be computed in the same manner as financial compensation would otherwise have been computed, at the rate of time and a half for each overtime hour worked. Such accumulation of compensatory time should not exceed more than forty (40) hours. A record of earned compensatory time shall be maintained by the Town Clerk.

Upon separation, the employee will be paid for any unused compensatory time up to the maximum forty (40) hours.

If compensatory time is to be taken, the employee must request such time off at least five (5) work days in advance, unless a more restrictive policy is imposed by the Department Director. A department supervisor may grant an employee's request for compensatory time off with less notice at his/her discretion. The Town will honor such request unless to do so would be unduly disruptive to the Town's operations. Compensatory time off shall be taken under this article as provided by the Fair Labor Standards Act if such continues to be applicable to local government employees.

Exempt employees do not receive overtime pay for any hours worked in excess of their regular schedule because they are compensated on a salary basis which is designed to compensate them for all hours worked, including working more than 40 hours in any given workweek. However, the Town Manager may grant discretionary time off. No payment will be made for any unused discretionary time at the time of separation.

3. Declared Emergency

During a locally declared state of emergency, and at the discretion of the Town Manager, when there are emergency tasked employees who are require to work while other employees are released from duty, the following shall apply:

- a. Non-exempt employees will receive overtime pay at the rate of one and one half times the number of overtime hours worked.
- b. Salaried employees exempt from the Fair Labor Standards Act will receive additional pay at the rate of one times the number of hours worked over 40 in the work week.

2.9 ATTENDANCE

All employees are expected to report for duty at the scheduled time and each Department Director shall be responsible for the punctual attendance of all persons in the department. If an employee is unable to work for any reason, s/he must notify the department as indicated by departmental policy. Insufficient notice shall constitute leave without pay for non-exempt employees or deduction from an employee's leave bank for exempt employees and, in either case, is cause for disciplinary action. Excessive absenteeism or lateness is sufficient cause for disciplinary action, up to and including dismissal from employment. Other continuing patterns of absences, early departures, tardiness, regardless of the exact number of days, may warrant disciplinary action.

2.10 EMPLOYEE TRAINING

Within its discretion and as it sees fit, the Town may establish and develop various educational and training programs for Town employees. Generally, the purpose of any such program is to provide general, educational job related training, mandatory certification training to increase the operational efficiency of such employees, or to assist employees in preparing themselves for positions of increasing difficulty and responsibility. Attendance at any training program, does not guarantee advancement.

Generally, when the Town requires or permits a non-exempt employee to attend training during the employee's regular work hours, the time is compensable time. Therefore, non-exempt employee training time is typically paid unless all four of the following criteria are met: (a) attendance is outside of the employee's regular working hours; (b) attendance is in fact voluntary; (c) the course, lecture, or meeting is not directly related to the employee's job; and (d) the employee does

not perform any productive work during such attendance. Records of satisfactory training completion shall be placed in the employee's personnel file.

2.11 EMPLOYEE PERFORMANCE APPRAISAL

Appraisal of performance is a continuous process. Each employee's supervisor frequently reviews performance in an informal way. In order to avoid misinterpreted or incomplete evaluations, however, formal reviews will be conducted on an annual basis, usually in September of each year. Performance evaluations will include factors such as the quality and quantity of work, knowledge of the job, attendance, initiative, and attitude toward work and toward others. These evaluations provide an opportunity to discuss the employee's development, areas for improvement, future goals, and overall performance. After the review, the employee will be required to sign the evaluation simply to acknowledge that it has been presented to the employee.

A satisfactory performance appraisal does not mean that there will be an automatic increase in pay. Salary increases are at the discretion of the Town, and if paid, will be based on merit, market economic conditions, specific departmental conditions, and the annual budget.

SECTION 3 – POSITION CLASSIFICATION AND COMPENSATION PLAN

3.1 PURPOSE

The Position Classification and Compensation Plan (Plan) provides the basis of compensation for employees of the Town. The Plan is designed to support the following objectives:

1. Correlates pay to the duties and responsibilities of the position.
2. Provides competitive pay in a relative labor market.
3. Attracts and retain competent personnel.
4. Is consistent with the economic conditions of the area.
5. Standardizes pay for the various classifications of work.
6. Establishes lines of promotion and career ladders.
7. Meets financial policies of the Town.

3.2 CONTENT

The Salary Schedule establishes pay-grades with corresponding pay ranges. Jobs within the Classification Plan are positioned into the established pay-grades. A grouping of positions into pay-grades on the basis of approximately equal difficulty and responsibility, which require the same general qualifications and which can be equitably compensated.

3.3 ADOPTION AND AMENDMENT

After study, analysis, and consultation, the Town Manager shall annually review the Position Classification and Compensation Plan for the various classifications of work. The Plan will address responsibilities of work, availability of labor, prevailing rates of pay, the Town's financial condition and policies, or other pertinent economic considerations warrant such action as determined in the sole discretion of the Town. The plan will be submitted annually to the Town Commission for approval of any policy level changes as required by the Town Charter.

The Plan includes the Career Path Compensation Plan for the Police Department (the "Career Plan"), which is not a contract but is a statement of the Town Commission's policy and intention to budget funds for implementation of the Career Plan.

3.4 APPOINTMENT AND STARTING RATES

The minimum of the pay-grade established for a position is considered the normal level for new or

re-hired employees. A qualified new-hire or re-hired employee may be employed at a rate which exceeds the minimum of the pay-grade provided that justification is provided and requested in writing by the Department Director and approved in writing by the Town Manager.

3.5 SALARY INCREASES

Salary increases are not intended to be automatic. Salary increases are based upon many factors, including job performance, market and economic conditions, and the annual budget.

Employees shall become eligible for consideration for a salary increase to their base rate of pay annually concurrent with their Evaluation, up to the maximum salary of the pay-grade.

Approved salary increases shall be effective at the beginning of the next pay period following the merit increase effective date. The Town Manager may approve a merit salary increase at less than one year intervals, to reward extraordinary performance.

3.6 PROMOTION

An employee is promoted in accordance with the applicable Compensation Plan adopted by the employee's Department. Upon promotion, the employee shall receive an increase to the minimum of the pay-grade into which s/he is being promoted. When the employee is promoted to a classification which is (2) two pay-grades or greater than the employee's prior pay grade, the employee shall receive an increase to the minimum of the pay grade into which s/he is being promoted. An increase greater than provided above may be approved in writing by the Town Manager, not to exceed the maximum of the pay-grade.

3.7 RECLASSIFICATION

Within the limits of the budget approved by the Town Commission, the Town Manager may reclassify a position to an appropriate classification and pay grade when it determined that the duties and responsibilities of a position have materially changed or as part of a reorganization. When an employee's position is reclassified, the employee shall be placed in the new classification, unless the employee does not meet the minimum qualifications of the new classification. When the employee is placed in a classification in a higher pay grade as a result of a reclassification, the employee will remain at the current rate of pay or, if the employee's current rate of pay is below the minimum for the pay grade, will be adjusted to the minimum of the new pay grade. If an employee's current rate of pay is above the maximum of the new pay grade, the Town Manager may authorize an employee to remain at his/her current rate of pay. In certain circumstances, an employee who is reclassified may receive a pay rate higher than the minimum of the pay grade or a five percent increase, provided that it is approved in writing by the Town Manager. Reclassification to a lower pay grade shall result in reduction of pay to the maximum of the new pay grade or a five percent decrease in the rate of pay, whichever is less.

3.8 DEMOTION

The effect of demotion on pay shall be a reduction of pay to the maximum of the new pay grade or at least a five percent decrease in the rate of pay, whichever reduction is greater.

3.9 TRANSFERS

Transfers from a classification in a pay grade to another classification in the same pay grade will not result in a change in the rate of pay or classification date.

3.10 ACTING APPOINTMENTS AND TEMPORARY ASSIGNMENTS

An employee assigned or appointed to work in a higher classification for more than thirty (30) consecutive calendar days or such shorter period as determined by the Town Manager, will receive at least the minimum rate of pay for the higher classification. The assignment shall be effective on the 31st day or at such earlier date as the Town Manager designates. If the employee's

present salary is above the minimum for the higher level position, the employee shall receive at least a five (5%) percent temporary pay increase.

SECTION 4- HOLIDAYS

4.1 PURPOSE AND INTENT

It is the Policy of the Town Commission of Sewall's Point to recognize, encourage and support the multicultural diversity in our workforce, recognize the pluralism of American culture and allow employees to choose the day they would refrain from working based upon their individual background and beliefs.

Therefore, employees will celebrate thirteen (13) holidays per calendar year, eleven (11) of which are shown on the schedule below, and two (2) of which are personal days intended to be used for any purpose including a "Diversity Day" if an employee wishes to observe a holiday based upon their individual background and beliefs. Both days are personal holidays that must be taken as a full day with pay that cannot be carried into the following calendar year, compensated as holiday pay, or paid out upon separation.

The following eleven (11) holidays are observed by all employees:

- | | |
|--|-----------------------------------|
| 1. New Year's Day: | January 1 |
| 2. Martin Luther King, Jr.'s Birthday: | January 19 |
| 3. Presidents Day | Third Monday in February |
| 4. Memorial Day | May 25 |
| 5. Independence Day | July 4 |
| 6. Labor Day | September 7 |
| 7. Veteran's Day | November 11 |
| 8. Thanksgiving Day | Fourth Thursday in November |
| 9. Day after Thanksgiving | Fourth Friday in November |
| 10. Christmas Holiday | Varies Depending on Christmas Day |
| 11. Christmas Day | December 25 |

When a holiday falls on a Saturday, the preceding Friday shall be designated a substitute holiday and observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday.

4.2 ELIGIBILITY FOR HOLIDAY PAY

All full-time employees shall receive one (1) day off with pay for each of the holidays earned. A holiday is earned when an employee is on active pay status or approved paid leave on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday.

4.3 HOLIDAY ON SCHEDULED WORK DAY

Overtime eligible employees who are regularly scheduled to work on the observed holiday in order to maintain essential services to the public shall be paid time and a half for all hours worked on the holiday in addition to the regular pay granted for the holiday, or shall be given compensatory time off, at the discretion of the Department Director. Upon written agreement between the employee and the Department Director, an employee may elect to receive accrued holiday pay in December.

4.4 HOLIDAY ON LEAVE DAY

Where employees are scheduled to work shifts and a holiday falls on their normal day off, they will be paid eight hours of holiday pay in lieu of taking time off. When a holiday falls on any

employee's regularly scheduled workday during the employee's leave period, that day shall not be charged as a leave day but will be treated as though the employee was on paid holiday. When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday.

SECTION 5 – ANNUAL LEAVE

5.1 PURPOSE

Annual Leave is defined as the entitlement to pay for time away from work based on the eligibility and accrual schedule herein.

5.2 ELIGIBILITY AND RATE OF ACCRUAL

Each regular full-time employee shall earn Annual Leave with pay computed from the date of hire on the following basis:

YEARS OF SERVICE	HOURS ACCRUED PER ELIGIBLE PAY PERIOD
1 – 5	3.077
5 - 10	4.62
10 - 15	6.16
Over 15	7.70

As an example, at the end of the first completed year of service, a full-time employee may accrue a maximum of 80 paid vacation hours (3.077×26 pay periods = 80 hours).

Part-time employees do not accrue Annual Leave. To accrue the designated amount of Annual Leave on a bi-weekly basis, an employee must be paid for at least eighty percent (80%) of the scheduled working days within the bi-weekly pay period. An employee may carry over Annual Leave hours from one year to the next year, not to exceed the maximum total of 120 hours.

5.3 CHARGING LEAVE

Annual Leave shall be charged in one (1) hour minimum increments, with a minimum of four (4) hours charged. Holidays which occur during the period selected by the employee for Annual Leave shall not be charged against Annual Leave. To ensure compliance with the Fair Labor Standards Act, an exempt employee must always receive pay in full-day increments. If Annual Leave is depleted, the salary of an exempt employee is to be adjusted only in full-day increments as permitted by the Fair Labor Standards Act.

5.4 REQUEST FOR LEAVE

Requests to use Annual Leave shall be made in advance, in accordance with department rules, and in writing, whenever possible.

5.5 USE

After completing the first six (6) months of service, new employees are eligible to use Annual Leave. Annual Leave may be used only as accrued.

5.6 PAYMENT FOR UNUSED ANNUAL LEAVE

Employees separating from Town employment shall receive any Annual Leave credit accrued and unused as of the date of separation at their current rate of pay. Employees transferred into a new department and/or classification will retain their Annual Leave credits.

SECTION 6 - SICK LEAVE

6.1 PURPOSE

Sick leave is established for the purpose of compensating employees when they are incapacitated from the performance of their duties due to sickness, injury or quarantine.

6.2 ELIGIBILITY AND RATE OF ACCRUAL

Only full-time employees shall accrue Sick Leave at the rate of 3.7 hours per pay period and may accumulate an unlimited number of sick leave hours. No sick leave is allowed for time off due to an injury incurred while working for another employer.

6.3 CHARGING LEAVE

Sick leave shall be charged in one (1) hour minimum increments. Should holidays occur during sick leave, the holidays shall not be chargeable to sick leave.

6.4 REQUEST FOR LEAVE

To receive compensation while absent on sick leave the employee shall notify his/her immediate supervisor or Department Director prior to or the time set for beginning the daily duties or within the time limit established by the department, whichever is earlier. The Department Director may request a physician's certificate to verify the illness of any employee on sick leave.

6.5 USE

Sick leave may be granted for the following purposes:

1. Personal injury, pregnancy, illness, or disability not connected with work and for workers' compensation (except as provided in 7.6 hereof)
2. Medical, dental, optical, or chiropractic examination or treatment
3. Exposure to a contagious disease which would endanger others as determined by a physician
4. Illness of a member of the employee's immediate family which requires the personal care and attention of the employee up to a maximum of five (5) work days per calendar year. Absence beyond this period may be charged against the employee's vacation leave. The employee's immediate family shall include the following for either the employee or their domestic partner/spouse: parent, sister, brother, spouse, children, nieces, nephews, step-parent, step-children, step-brother, step-sister, half-brother, half-sister, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, aunts, uncles, grandchildren, and grandparents.

Sick leave shall not be paid if an employee submits a resignation, and prior to the last day of work, requests to use sick leave credit unless a medical certificate is provided certifying that such absence was occasioned by illness that prevented the employee from working. Accumulated sick leave must be used before unpaid extended medical leave is granted.

6.6 PAYMENT OF UNUSED SICK LEAVE

Employees with fifteen (15) or more years of continuous service with the Town shall be paid one-half (1/2) of all unused sick leave credit, to a maximum of 240 hours, upon retirement, resignation in good standing, or death.

6.7 ATTENDANCE LEAVE INCENTIVES

This program has been developed to reward employees who utilize a minimal amount of sick leave and maintain an excellent attendance record. The incentive may be elected quarterly by each employee effective for the following quarter. To be eligible to participate, the employee must maintain a minimum balance of no fewer than 120 hours of accrued sick leave at all times.

Participating qualified employees will receive, on a quarterly basis, compensation at one-half (1/2) the employee's normal rate of pay employee for twenty (20) hours of sick leave, which shall be deducted from the employee's present sick leave balance.

6.8 EMPLOYEE SHARED SICK LEAVE POOL

The Shared Sick Leave Pool is a voluntary program designed to extend benefits to participating employees who experience a personal prolonged illness or non-work-related injury. It is not intended for persons on leave without pay for disability leave or because of illness among family members.

Participation is limited to regular full time employees who have a minimum of 150 hours sick leave. As a condition of participation, employees must notify the Town Clerk between October 1 and December 1 of each year. Initial enrollment shall require donation of 40 hours of accrued sick leave. Participants may be assessed up to 3 days each calendar year thereafter if the pool time is significantly depleted (less than 40 percent of the donated time).

Participants who experience a prolonged illness or non-work-related injury must first exhaust their accrued annual leave, accrued Police Department holidays, accrued comp time, and accrued sick leave to cover their absence and must submit to the Town Clerk a written request giving the details of the situation along with a physician's statement of the illness and an estimation of amount of time before the participant will be allowed to return to work. Upon receipt of a written request, the Town Manager, Town Clerk and Police Chief will serve as an ad hoc committee to examine, verify, and act upon the request.

In order to maintain confidentiality in accordance with HIPAA, the Town Clerk will remove the applicant's name and other identifying information before the ad hoc committee receives the written request. Upon approval of the majority of the ad hoc committee, participating employee may receive up to a maximum 240 hours of transferred sick leave from the Shared Sick Leave Pool.

Should an emergency occur requiring an extension of the time originally granted by the ad hoc committee, the employee may petition the same committee members for an extension. The original grant and all extensions may not exceed 240 hours, the maximum amount of time available to any employee under this program. An employee who has used the maximum time allowed by the pool will not be eligible to use the pool again until they have an accrued sick leave balance of 80 hours and has reinvested 40 hours in the pool. A request for Shared Medical Leave may be denied because of failure to meet eligibility criteria.

SECTION 7 - OTHER LEAVES OF ABSENCE

7.1 BEREAVEMENT LEAVE

Regular full-time employees may be granted, upon signed request, and on approval of the Department Director, up to three (3) working days off with pay in the event of a death in their immediate family or up to five (5) working days off with pay if the employee must travel greater than 200 miles one way or out of state. If additional days off are necessary, sick leave may be requested in the sole discretion of the Department Director. For purposes of this section, the employee's immediate family shall include the following for either the employee or their spouse/domestic partner: parent, sister, brother, spouse/domestic partner, children, nieces, nephews, step-parent, step-children, step-brother, step-sister, half- brother, half-sister, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, aunts, uncles, grandchildren, and grandparents.

The employee shall be required to provide the Department Director with satisfactory proof of death of the immediate family member before compensation is approved.

7.2 COURT LEAVE

Employees attending court as a witness pursuant to court subpoenas, Town business, or jury duty during their normal working hours shall receive pay at their regular rate for the hours they attend court. Non-Police Department Employees who are on scheduled annual leave may be allowed to take additional leave with pay for that court time. Police Department Employees will adhere to Departmental rules regarding Court time.

Those employees who become plaintiffs or defendants in personal litigation are not eligible for leave with pay. In such cases, annual leave or leave without pay may be granted.

Employees on Town paid leave who attend court for only a portion of a regularly scheduled work day are expected to return to work when excused or released by the court.

All court attendance must be verified before an employee is compensated. Monies received from court appearances shall be turned over to the Town except for travel pay (employees travelling to court in a Town vehicle must also turn over travel pay) and meal allowance.

7.3 CONFERENCE LEAVE

When deemed in the best interest of the Town, an employee may be granted leave with pay to attend professional and technical institutes, conferences, or other such meetings which may contribute to the effectiveness of the employee's service to the Town. All such leave and travel expenses shall be recommended by the Department Director, subject to the approval of the Town Manager.

7.4 MILITARY LEAVE

Employees will be granted paid or unpaid leave for active military service or duty in accordance with applicable law. As a condition precedent to receiving military leave, the employee must provide his/her supervisor with notice of at least one (1) month in advance, and copies of orders to active duty, unless otherwise mandated by emergency military orders.

Effective May 2003, Sewall's Point will supplement pay pursuant to Florida State Military Compensation Law adopted by Florida Statute 115.09 per active duty event.

7.5 LEAVE WITHOUT PAY

Regular full-time employees may request a leave of absence for reasons of illness, injury, disability, family care, or valid personal reasons, not to exceed 12 months. All requests for leave must be made in writing and approved by the Department Director and the Town Manager. Employees must have exhausted all accrued paid leave before use of leave without pay.

A leave without pay (leave of absence) is an excused unpaid absence from work for an approved reason. The decision to grant a leave without pay is a matter of administrative discretion. Except as specifically provided herein, it shall be the responsibility of each Department Director to weigh each case on its own merits and make appropriate recommendations to the Town Manager for final approval. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee from leave.

The following provisions apply to leave without pay status:

1. An employee granted a leave of absence must keep the department informed every 30 days of his/her current status. In addition, the employee must keep the department advised of his/her current address at all times. Failure to comply with these requirements shall result

in the employee being dropped from leave of absence status, in which case s/he must return to duty or be discharged.

2. An employee on a leave of absence may not hold other employment. A violation of this requirement may result in disciplinary action, up to and including dismissal from employment.
3. Any employee granted a leave of absence shall contact the Department Director at least two (2) weeks prior to the expiration of the leave in order to facilitate the reinstatement process.
4. Failure to return to work at the expiration of the leave shall be considered as a voluntary resignation.
5. No annual or sick leave shall be earned by an employee for the time that the employee is on leave without pay. Previously accrued leave will not be forfeited as a result of the leave without pay.

Benefits During Leave Period - Insurance coverage under the Town's group benefit plans will be available to an employee during a leave period on the following basis:

1. During the leave of absence without pay for more than one month the employee and dependents may remain enrolled in the Town's medical insurance plans with the employee paying the entire cost of coverage for the month in which the leave commences.

During the leave of absence without pay after being on workers' compensation or being unable to perform the essential functions of his or her job, with or without reasonable accommodation for a period of six (6) consecutive months, the employee and dependents may remain enrolled in the Town's medical insurance plans with the employee paying the entire cost of coverage at the seventh month of being unable to work due to disability or on workers' compensation.

2. If the employee fails to pay the entire monthly premiums, the coverage will cease.

At the end of a leave of absence of less than six (6) months, an employee may be returned to his/her former position or to one of comparable pay and status within the Town if such a position is available. However, re-employment need not be offered to an employee if s/he is not then qualified by reason of disability, injury, or illness to perform the essential functions of employee's former position or one of comparable pay and status within the department.

7.6 WORKERS' COMPENSATION LEAVE

Payment of workers compensation to all employees who are disabled because of an illness or injury arising out of and in the course of performing their duties with the Town shall be governed by the Florida State Workers' Compensation Law. For purposes of this Section 7.6, "disability" is defined as in the workers' compensation laws and means an incapacity because of the injury to earn in the same or any other employment the wages which the employee was receiving at the time of the injury.

An employee sustaining a lost-time injury with sick and/or annual leave credited to his/her account may request to apply sick and/or annual leave hours in order to obtain pay while absent from duty due to an injury as provided in items 1 through 10 below (in no case shall the amount of workers' compensation and the amount of sick and/or annual leave be more than the employee's base pay for that period).

1. Full wages shall be paid for the day of the on-duty injury if disability results or for that part of the day is spent receiving medical treatment.
2. If the injured employee cannot return to work on his/her next workday, the injury shall be considered a disability, with the disability starting immediately following the day of the injury, whether it be a weekday, weekend, or holiday. Disability shall be counted by calendar days.
3. Because the statutory benefits of the Florida Workers' Compensation Law do not allow for compensation during the first seven days of disability, full wages shall be paid by the Town for those uncompensated days. However, if the injury results in disability of more than twenty-one (21) days, compensation shall be allowed from the commencement of the disability. Compensation for the disability will be made in accordance with state statutes.
4. Any employee who has experienced a disability resulting from a compensable injury may request the use of accrued sick and/or annual leave which, together with the payment of workers' compensation monies, shall provide the employee with a salary equivalent to his/her normal schedule of hours at his/her straight time rate of pay. The amount of such accrued leave granted an employee shall be based upon an employee receiving workers' compensation monies from the first day of disability. If the employee is unable to return to work prior to reaching his/her 22nd day of disability, the previously granted sick leave will be subtracted from the employee's accrued sick leave to offset the amount that was provided under the first seven days provision of the Workers' Compensation Law as explained above.
5. If the length of the employee's disability does not allow compensation from the first day of disability under state statutes, accrued leave may then be granted to the employee for the uncompensated period not covered by workers' compensation.
6. An employee on Workers' Compensation Leave shall continually report to the Town Manager regarding his/her health status and prognosis for return to work. In no event shall an employee fail to report less often than twice monthly.
7. An employee on Workers' Compensation Leave shall make himself/herself available for all doctor's appointments. Such an employee shall follow the doctor's orders and/or directions, and shall avoid any activity which may aggravate or exacerbate the illness or injury.
8. An employee who obtains any type of part-time or full-time employment, including without limitation an "off-duty detail" elsewhere while on a Workers' Compensation Leave, may be discharged unless specific approval by the Town Manager is received in writing in advance.
9. At the end of a leave of absence of less than six (6) months, an employee may be returned to his/her former position or to one of comparable pay and status within the Town if such a position is available. However, re-employment need not be offered to an employee if s/he is not then qualified by reason of disability, injury, or illness to perform the essential functions of employee's former position or one of comparable pay and status within the department.
10. Failure to return to work at the expiration of the leave (or upon determination of Maximum Medical Improvement ("MMI") with the ability to perform the essential functions of employee's former position) will be considered as a resignation.

Workers' Compensation Leave runs concurrently with other Town leave policies, as applicable.

Filing a false or fraudulent workers' compensation claim is a violation of Town policy and the law, and will result in disciplinary action, up to and including dismissal.

7.7 TEMPORARY RESTRICTED DUTY POLICY (TRD)

Temporary restricted duty may be provided when a physician has determined that an employee can only perform restricted duties because of injury/illness. This would apply to both injuries on-the-job as well as non-work-related injuries and illnesses. Temporary restricted duty is provided in the Town's sole discretion as a benefit to employees allowing them the opportunity to work within restrictions before returning to full duty provided meaningful work can be performed within the employee's restrictions.

1. The following provisions apply for work related injury/illness: Employees who sustain a work related injury or illness, which is found compensable by the Florida State Workers' Compensation Act and results in work restrictions, may be temporarily reassigned in accordance with the following steps:
 - a. The approved medical care provider advises regarding the employee's work restrictions.
 - b. A review of the employee's current position regarding the restrictions is conducted by the employee's supervisor.
 - c. If job restrictions are non-attainable with the employee's current position, assignment will be considered:
 - i. within the employee's department
 - ii. within another department
 - d. If TRD assignments are possible, the rate of pay shall be as determined by the Florida State Workers' Compensation laws.
 - e. If TRD assignments are not possible, the employee shall be placed on leave and may be eligible to receive Workers' Compensation Benefits in accordance with Florida Statute 440 until TRD becomes available or the employee is released to full-duty by authorized provider, whichever is first.
2. The following provisions apply for non-work related injury/illness:

Temporary restrictive duty may be provided for non-work related injuries/illness, if available. Work related injuries/illnesses resulting in restrictive temporary duty will have priority. Restrictive Temporary Duty is available on a case-by-case basis as determined by the Department Director with approval of the Town Manager. The Town is unable to guarantee a requested TRD or a fixed number of days on TRD. Employees who are approved for non-work related restrictive duty shall follow the requirements below:

- a. The employee must provide medical certification regarding restrictions. The Town may require a second opinion.
- b. A review of the employee's current position regarding the restrictions is conducted by the employee's supervisor.
- c. If job restrictions are non-attainable with the employees current position assignment will be considered:

- i. within the employee's department
 - ii. within another department
- d. Temporary restricted duty for non-related work incidents offered to an employee are optional and are not intended to replace paid time off or sick leave (if applicable).
- e. If approved, Temporary Restricted Leave for non-work-related injury/illness shall be subject to the following conditions:
- i. TRD is limited to a total of eight weeks per calendar year commencing at the start of restricted duty;
 - ii. The employee's rate of pay will remain the same for temporary restricted duty.

7.8 VOTING LEAVE

During a primary or general election, an employee who is registered to vote whose hours of work do not allow sufficient time for voting shall be allowed the necessary time off with pay for this purpose. When the polls are open two (2) hours before or two (2) hours after the regularly scheduled work period, it shall be considered sufficient time for voting.

SECTION 8 – RECORDS AND REPORTS

8.1 RESPONSIBILITY

The Town Clerk is responsible for establishing and maintaining comprehensive personnel records for all employee.

8.2 RECORDS

There shall be one official personnel file for each employee and maintained by the Town Clerk. Said file shall include the personnel records of employees and all official forms. All personnel records of employees shall be considered the property of the Town. The Town Clerk shall make all decisions relating to the use, maintenance and disposition of such records and material, and as to whether or not any information contained therein is exempt from disclosure or is confidential pursuant to Florida and Federal law.

Employees should be aware of the importance of keeping their personnel records current. This means immediately notifying the Town Clerk of any changes such as change of address (even if temporary), change of telephone number, driver's license status, change of beneficiary, number of dependents, divorce, marriage, or any change of previously provided information (not previously reported). This is the responsibility of the employee and failure to comply may result in employee discipline or delays in receiving employee benefits or even loss of such benefits.

SECTION 9 - SAFETY

9.1 ACCIDENT PREVENTION

The development of safe working conditions, practices, habits, and thinking are the objectives of the Town Safety Program. Reaching those objectives shall result in benefits to all employees and to the Town. Accidents, injuries, disabilities, damage, lost time and pay, claims and medical expenses are all problems, which can be improved by efforts of all employees.

All Department Directors, supervisors, and employees shall be responsible for following the provisions of the Town of Sewall's Point Safety Manual and shall participate in the development, implementation, and improvement of this program.

9.2 ACCIDENT REPORTING

All employees are responsible to immediately report to their supervisor all injuries and accidents, no matter how minor, that occur on the job.

A written report of employee Injury/Incident must be submitted to the injured employee's supervisor within 24 hours after the date of the accident or the report of the injury. If the accident occurs over a holiday or weekend, the accident report should then be submitted within 24 hours from the time the work period starts after the weekend or holiday. This applies to industrial accidents and all other injuries, including those only requiring first aid injuries.

For traffic crashes involving Town vehicles, the crash must immediately be reported to the appropriate law enforcement agency. Immediately thereafter, the employee's supervisor and the Chief of Police should be notified. A written report of employee injury/incident shall be submitted within 24 hours. In the case of any vehicular accident occurring within the Town jurisdiction, the Chief of Police shall be notified immediately.

9.3 SAFETY EQUIPMENT

Town provided equipment must be used. Failure to utilize provided equipment shall be cause for disciplinary action.

9.4 DRUG-FREE WORKPLACE

The Town of Sewall's Point has a strong and legitimate interest in insuring that employees are fit to perform their duties and to promote a drug-free workplace. With a drug-free workplace, employees will be afforded the opportunity to maximize their levels of productivity, and reach their desired levels of success without experiencing the costs, delays, and tragedies associated with work-related accidents resulting from drug abuse. It is the intent of the Town that the drug and alcohol testing conducted shall be in compliance with the Drug-Free Workplace Program contained in the Workers' Compensation Act, Florida Statutes Sections 440.101 and 440.102, the regulations adopted pursuant to the statute, and any amendments that may be made thereto.

It is further the intent of the Town that drug abuse be prohibited and those employees who choose to engage in drug abuse face the risk of unemployment and the forfeiture of workers' compensation benefits. The Town therefore strictly prohibits the illicit use, possession, sale, conveyance, distribution, or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner. In addition, the Town strictly prohibits the abuse of alcohol or prescription drugs. Any violation of this policy will result in adverse employment action up to and including dismissal and referral for criminal prosecution.

The Town is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any employee illegally uses drugs or alcohol on the job; reports to work under the influence of drugs or alcohol; possesses, distributes or sells drugs or alcohol in the workplace; or abuses alcohol on the job. Therefore, the Town has established the following policy:

1. POLICY STATEMENT

- a. It is a violation of this policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on the job;
- b. It is a violation of this policy for anyone to report to work under the influence of illegal drugs or alcohol;
- c. It is a violation of this policy for anyone to use prescription drugs illegally. However, nothing in this policy precludes the appropriate use of legally prescribed medications;

- d. It is a violation of this policy to unlawfully manufacture, distribute, dispense, possess, or use controlled substances in the workplace;
- e. It is a condition of employment to abide by the Drug-Free Workplace Policy;
- f. Violations of this policy subject all employees to disciplinary action up to and including immediate termination.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive and drug-free environment. The intent of this policy to send a clear message that the illegal use of drugs and the abuse of alcohol are incompatible with employment at the Town.

2. **AUTHORITY FOR DRUG TESTING:** The Town has implemented this policy in accordance with the program requirements outlined in Florida Statute Section 440.102.

3. **DEFINITIONS**

- a. **Drug:** alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph.
- b. **Drug Test or Test:** any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.
- c. **Job Applicant:** a person who has applied for a Special-Risk or Mandatory Testing position with the Town and has been offered employment conditioned upon successfully passing a drug test, and may have begun work pending the results of the drug test.
- d. **Mandatory Testing Position:** a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances; or a job assignment that requires an employee security background check pursuant to Florida Statute Section 110.1127; or a job assignment in which a momentary lapse in attention could result in injury or death to another person.
- e. **Medical Review Officer or MRO:** a licensed physician, employed with or contracted with the Town, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.
- f. **Prescription or Nonprescription Medication:** a drug or medication obtained pursuant to a prescription as defined by Florida Statute Section 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.
- g. **Special-Risk Position:** a position that is required to be filled by a person who is

certified under Chapter 633 or 943 of the Florida Statutes (generally, police officers and firefighters).

4. TYPES OF TESTING REQUIRED

- a. **Job Applicant Drug Testing:** Job applicants for mandatory testing and special risk positions must submit to a drug test. Refusal to submit to a drug test, or a positive confirmed drug test, shall be used as a basis for declining to offer employment to the applicant. Job applicants for other positions shall not be tested as part of the background/employment screening process.
- b. **Reasonable Suspicion Drug Testing:** Employees will be tested following any observed behavior creating “reasonable suspicion.” These behaviors may include the following:
 - i. Direct observation of drug/alcohol use, or the symptoms of being under the influence of a drug or alcohol;
 - ii. Abnormal behavior while at work or a significant deterioration in work performance;
 - iii. A report of drug use, provided by a reliable and credible source;
 - iv. Evidence that an individual has tampered with a drug test while working for the Town;
 - v. Information that an employee has caused, contributed to, or been involved in, an accident while at work;
 - vi. Evidence that an employee has used, possessed, sold, or solicited drugs while working or while on the Town’s premises or while operating the Town’s vehicles, machinery or equipment; and
 - vii. Post-Accident in Town-owned vehicles.

Where testing is based on reasonable suspicion, the Town shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed. A copy shall be provided to the employee upon request. The Town shall retain the original as confidential for at least one year.

- c. **Follow-Up Testing:** If the Town requires an employee to enter an employee assistance program, or a drug rehabilitation program, as a condition of continued employment after a confirmed, positive drug test, the employee is required to submit to a random drug test, at least once per year for a two year period after completion of the program. Advance notice of the testing date will not be given to the employee being tested. If the employee voluntarily enters the program, the Town is not required by law to conduct follow-up testing, but may do so in its discretion.
- d. **Routine Fitness-For-Duty Testing:** Employees who ordinarily must submit to annual physical fitness for duty examination must also submit to drug testing at that time.
- e. **Random Testing of Mandatory Testing and Special Risk Positions:** employees with job assignments designated as mandatory testing and employees in special risk positions are subject to testing through the use of an unbiased selection procedure.

5. CONFIDENTIALITY

All information, interviews, reports, statements, memoranda, drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and may not be used or received in evidence, obtained in discovery, or disclosed in any public

or private proceedings, except in accordance with Florida's Drug Free Workplace Act or in determining compensability under the workers' compensation or unemployment benefits laws.

The Town, the laboratories, medical review officers, employee assistance programs, drug rehabilitation programs and their agents shall not release any information concerning drug test results obtained under this policy without first obtaining a release from the affected individual in accordance with Florida's Drug Free Workplace Act and other applicable laws or regulations.

All information, interviews, reports, statements, memoranda and drug test results, written or otherwise, received or produced as a result of the drug testing program are confidential and exempt from disclosure under Florida's public records laws.

Notwithstanding the foregoing, the Town may use such information and documents when consulting with legal counsel in connection with actions brought under the Florida Statute Section 440.102 or where the information is relevant to its defense in a civil or administrative matter.

6. DRUGS TO BE TESTED

The Town will test for the following drugs: ALCOHOL, AMPHETAMINES, CANNABINOIDS (MARIJUANA), COCAINE, OPIATES, PHENCYCLIDINE (PCP), METHAQUALONE, BARBITURATES, BENZODIAZEPINES, METHADONE AND PROPOXYPHENE.

7. TESTING LOCATION

The Town only uses laboratories for drug testing that are licensed by the Florida Agency for Health Care Administration or that are certified by the U.S. Department of Health and Human Services.

You may be tested at the following laboratory:

Physicians Immediate Care
5550 S. US Highway One (Main Office)
Ft. Pierce, FL 34982
772-460-9227

The Town's Medical Review Officer (MRO) is:

Physicians Immediate Care / Medtox Laboratories, Inc.
5550 S. US Highway One (Main Office)
Ft. Pierce, FL 34982
772-460-9227

8. TESTING PROCEDURES

Employees or job applicants may confidentially report the legitimate use of prescription or non-prescription medications both before and after being tested to the testing laboratory and the Medical Review Officer.

Employees and job applicants have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

9. CHALLENGING TEST RESULTS

Within 5 working days after receiving notice of a positive confirmed test result, an

employee or job applicant may contest or explain the result to the medical review officer who shall report a positive result to the Town if the explanation or challenge to the medical review officer is unsatisfactory.

Within 5 working days after the Town receives notice of the positive confirmed test result, the Town shall notify the employee in writing the results, the consequences of the results, and any options available to the employee. The employee may request a copy of the test result at this time.

Within 5 working days after the employee receives notice from the Town of the positive test result, the employee submit information to the Town explaining or contesting the test result, and explaining why the result should not constitute a violation of this policy. If the employee's or job applicant's explanation or challenge is unsatisfactory to the Town, the employee will be notified by the Town in writing within 15 days of the date the challenge was received and will be subject to discipline under this policy. At that time, the employee will be provided with a copy of the confirmed positive test result and the name and address of the laboratory.

The foregoing documentation shall be kept confidential and retained by the Town for at least one year.

Any employee or job applicant may contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration. All employees or job applicants must notify the laboratory of any administrative or civil action brought pursuant Florida's Drug Free Workplace Act.

Employees are solely responsible for all costs associated with any challenge.

10. CONSEQUENCES OF POSITIVE CONFIRMED TEST RESULT

Job applicants receiving a positive confirmed test result shall not be hired. Any employee receiving a positive confirmed test result shall be subject to immediate termination. Additionally, the employee may lose his or her right to workers' compensation, unemployment compensation benefits, medical and indemnity benefits.

An employee or job applicant has 180 days after receiving written notification of a positive confirmed test result to have the sample retested at his or her own expense at another licensed or certified laboratory chosen by the employee or job applicant.

11. CONSEQUENCES OF CONVICTION FOR VIOLATION OF CRIMINAL DRUG STATUTE OCCURRING IN THE WORKPLACE

All employees shall report any conviction for a violation of a criminal drug statute occurring in the workplace to the immediate supervisor in writing, no later than five calendar days after such conviction.

Within 30 calendar days of receiving such notice from a convicted employee, the Town shall take one of the following actions:

- Take appropriate disciplinary action against the employee, up to and including termination;

- Require the employee to participate satisfactorily in a drug abuse or assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

12. CONSEQUENCES OF REFUSING TO SUBMIT TO DRUG TESTING

An employee who refuses to submit to drug testing shall be subject to immediate termination. Additionally, the employee may lose his or her right to workers' compensation, unemployment compensation, medical and indemnity benefits. A job applicant who refuses to submit to drug testing will not be hired.

Refuse to submit (to an alcohol or controlled substances test) means that an employee:

- Failed to appear for any test within two hours of being directed to report by the Town. This includes the failure of an employee to appear for a test when called by a consortium or third-party administrator;
- Failed to remain at the testing site until the testing process is complete;
- Failed to provide a urine specimen for any drug test, or failed to provide a blood specimen for alcohol testing;
- In the case of a directly observed or monitored collection in a drug test, failed to permit the observation or monitoring of the employee's provision of a specimen;
- Failed to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- Failed or declined to take a second test that the Town or collector has directed the employee to take;
- Failed to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the Town;
- Refused to allow collection of specimens for drug and/or alcohol testing by a treating medical facility during the course of treatment following an "accident", or refused to allow the Town access to medical records containing the results of such tests, or any attempt by an employee to block the release of such specimens or medical records;
- Failed to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or
- Is reported by the MRO as having submitted or attempted to submit a verified adulterated, diluted, or otherwise altered or substituted specimen.

13. MEDICATIONS THAT MAY ALTER OR AFFECT THE DRUG TEST

Some common medications may alter or affect a test result are listed below for your information. Due to the large number of obscure brand names and the

marketing of new products, this list cannot, and is not intended to, be all-inclusive.

ALCOHOL All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).

AMPHETAMINES Obetrol, Biphphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin.

CANNABINOIDS Marinol (Dronabinol, THC).

COCAINE Cocaine HCl topical solution (Roxanne).

PHENCYCLIDINE Not legal by prescription.

METHAQUALONE Not legal by prescription.

OPIATES Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin.

BARBITURATES Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad.

BENZODIAZEPINES Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

METHADONE Dolophine, Metadose.

PROPOXYPHENE Darvocet, Darvon N, Dolene.

14. **EMPLOYEE ASSISTANCE PROGRAMS (EAP)**

Narcotics Anonymous Help-line: 561-848-6262

Drug Abuse Foundation of Palm Beach County: 561-278-0000

Palm Beach AI-Anon/AI-a-Teen Information Service: 561-882-0308

Alcoholics Anonymous (Palm Beach County): 561-655-5700

Comprehensive Alcoholism Rehabilitation Program: 561-844-6400

The Town does not promote or recommend any specific program or organization for treatment. Other options for treatment can be located online or through various social service organizations.

15. **MANDATORY TESTING AND SPECIAL RISK EMPLOYEES ENTERING INTO EAP OR REHABILITATION PROGRAMS**

Mandatory Testing and Special Risk employees who enter an EAP or drug rehabilitation program must be assigned to a position other than a position classified as Mandatory Testing or Special Risk. If no such position is available, the employee must be placed on leave where the employee must use accumulated paid leave before the leave becomes unpaid.

16. EFFECTIVE DATE OF DRUG FREE WORKPLACE POLICY

This Drug-Free Workplace Policy is effective sixty (60) days after adoption and supersedes any prior policies.

9.6 SMOKE-FREE AND TOBACCO-FREE WORKPLACE

The Town of Sewall's Point is dedicated to providing a comfortable, productive, and healthy work environment for its employees. As a further step to ensure conformity to Florida's Clean Indoor Air Act, all Town owned/leased buildings, parks and vehicles are entirely smoke-free and tobacco-free. Smoking and tobacco use is strictly prohibited in all areas, including without limitation, vehicles, hallways, restrooms, private offices, open indoor work spaces, waiting/reception rooms, conference/meeting rooms, lobby, lunch rooms, and all indoor community areas under the Town's ownership or control or in any circumstance when the employee is in view of the public in their capacity as a Town employee. Under this policy, smoking means inhaling, exhaling, burning, carrying or possessing any lighted tobacco product or any simulated smoking device including without limitation nicotine vapor, and related products or the use of tobacco, including smokeless tobacco, in any manner whatsoever.

SECTION 10 - SEPARATIONS

10.1 TYPES OF SEPARATIONS

Separations from employment with the Town are designated as one of the following types, with applicable Human Resource documents showing the reason for the separation, and the last day and hour worked as determined by the Department Director.

1. Resignation
2. Retirement
3. Death
4. Reduction in force
5. Dismissal
6. End of Temporary Assignment

10.2 RESIGNATION

Resignation is defined as an action whereby an employee voluntarily leaves the Town of Sewall's Point employ with or without giving notice. An employee wishing to leave the Town in good standing shall file a written resignation, stating the date and reasons for leaving. Such notice must be given two weeks prior to the date of separation. Failure to comply with this courtesy may be cause for denying such employee re-employment with the Town. Unauthorized absences from work for a period of three consecutive days or more constitute the abandonment of a position and shall be considered a resignation.

10.3 RETIREMENT

Retirement is defined as a procedure whereby an employee separates from the Town for reasons of length of service or disability.

10.5 DEATH

When an active employee is terminated due to death, the date of termination (date of separation) will be the date of death. All compensation and benefits due to the employee as of the effective date of separation shall be paid to the spouse and, if no spouse, to the adult child or children, and if no adult children over the age of 18, to the father or mother. If there is no father or mother, then payment shall be made in accordance with orders or letters of administration received through the estate or probate process.

10.6 REDUCTION IN FORCE

When it becomes necessary to reduce the number of employees within a department because of lack of funds, shortage of work, the abolishment of a position, reorganization, or other causes which do not reflect discredit on the service of the employees, the following steps will be considered:

1. First, consideration will be given to the Town budget and required staffing levels to meet the Town needs.
2. Once positions have been identified for reduction, employees within a position shall be separated from employment using the following criteria:
 - a. Individual performance (past and current performance, including any disciplinary issues)
 - b. Required skills and qualifications to meet future needs.

Employees who have been laid-off may apply for future job openings.

10.7 EXIT INTERVIEWS

Upon the Town's request, an employee who resigns or retires shall complete an exit interview upon leaving Town employment. Such interviews allow the Town to understand the employee's reasons for leaving and to resolve any questions regarding compensation, insurance continuation, return of Town property, or other related matters.

10.8 RETURN OF PROPERTY AND FINANCIAL OBLIGATIONS

At the time of separation, all records, books, assets, uniforms, keys, tools, and other items of Town property in the employee's custody shall be returned to the department. Certification of such return shall be made by the employee's supervisor. Any monies due because of shortages shall be deducted from the final paycheck due or collected through appropriate action in accordance with applicable wage and hour laws.

Any outstanding debts incurred by an employee, such as shortages in leave accounts, deductions for the loss or abuse of Town property or other financial obligations which are due the Town may be deducted from the employee's final pay check and/or termination leave pay in accordance with applicable wage and hour laws. This rule shall be excepted only when other appropriate arrangements have been made and approved in writing by the Town Manager.

SECTION 11 – STANDARDS OF CONDUCT

11.1 POLICY ON ETHICS

To avoid misunderstandings and conflicts of interest which could arise, all employees are bound by the standards set forth in Florida Statutes Chapter 112, Code of Ethics for Public Officers and Employees.

11.2 CONFLICT OF INTEREST

Employees who may be in a position to influence actions and decisions of the Town shall refrain from relationships which may adversely affect the exercise of their independent judgment in dealing with suppliers of goods or services.

11.3 EMPLOYMENT OF FAMILY MEMBERS

Family members of a Town employee may not regularly work in a position where a direct or indirect reporting relationship exists, which could cause a conflict of interest.

Family members are defined as: parent, sister, brother, spouse, children, nieces, nephews, step-parent, step-children, step-brother, step-sister, half-brother, half-sister, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, aunts, uncles, first cousins, grandchildren, and grandparents of the employee or spouse.

No employee may participate in, either directly or indirectly, employment decisions that may involve a direct benefit (such as work assignments, performance reviews, job classifications, hiring, or discipline) to a domestic partner or a romantic partner.

11.4 OUTSIDE EMPLOYMENT

Subject to Departmental rules, employees are not prohibited from engaging in other employment during their off-duty hours. However, Town employment shall be considered the primary employment and no employee may engage in outside employment which would interfere with the interest of the Town.

Any employee who obtains full-time or part-time employment elsewhere while on authorized leave of absence without pay is subject to termination of his or her position with the Town unless the employee obtained prior approval from the Town Manager.

11.5 SOLICITATION AND DISTRIBUTION

Employee contributions to recognized charitable organizations are purely voluntary. No coercion of an employee to make contributions shall be permitted.

Employees of the Town are prohibited from engaging in selling merchandise or soliciting while the employee is on working time or the employee to be solicited is on working time. Work time does not include authorized break periods, meal times, or before or after work.

E-mail, facsimile machines, voice mail, and any other Town provided communication method may not be used to advertise or solicit employees for non-work related or non-official Town events.

11.6 DRESS AND APPEARANCE

Town employees are expected to maintain high personal standards. One of the most noticeable expressions of these personal standards is dress and appearance. No attempt is made to set specific standards. The important factor is the overall impression created. What is appropriate for employees in one department may not be appropriate for another. Adopted Departmental policies must be adhered to.

11.7 GENERAL PROHIBITIONS

Employees are expected to be aware that they are public employees and to conduct themselves in a manner which shall in no way discredit the Town, public officials, fellow employees, or themselves.

No employee shall make any false statement, certificate, mark, rating or report concerning any test, certification, or appointment made under the provisions of these. Rules or in any manner commit or attempt to commit any fraud preventing the impartial execution of these rules.

No employee shall, directly or indirectly, give, pay, offer, solicit, or accept any money, service or other valuable consideration for any appointment, proposed appointment promotion, or proposed promotion to, or any advantage in, a position in the Town.

No employee shall deceive or obstruct any person in their right to examination, eligibility, certification, or appointment under these rules, or furnish to any person any special or confidential information for the purpose of affecting the rights or prospects of any person with respect to employment with the Town.

No employee whose duties involve the use of a badge, card, or clothing insignia as evidence of authority or for identification shall permit such badges, cards, or insignia to be used or worn by anyone who is not authorized to use or wear them nor permit them to be out of his/her possession without good cause or approval of the Department Director. Such badges, cards, and insignia shall be used only in the performance of the official duties of the positions to which they are related.

11.8 EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

It is the express policy of the Town of Sewall's Point to engage in a program of compliance with all applicable Federal, State, and local laws regarding recruitment, hiring, and promoting people on the basis of demonstrated ability, experience, and training without regard to race, color, religion, sex, age, national origin, ancestry, marital, veteran or military status, disability, genetic information, sexual orientation, gender identity or expression, pregnancy, or any other protected status in accordance with applicable law. This subject requires continuous action at all levels to assure legal and moral compliance with the spirit of the policy.

Any employee of the Town of Sewall's Point who feels that s/he or another employee has been the victim of discrimination must notify the Town Manager immediately. Employees may also notify their Department Director or supervisor regarding a complaint.

Employees have an obligation to bring complaints forward under the Equal Employment Opportunity policy and procedure, if they experience or witness conduct contrary to the policy. Employees will not be retaliated against for bringing a complaint forward in good faith. Every effort will be made to keep the employee names confidential, to the extent possible consistent with the need to conduct an adequate investigation and compliance with applicable laws and regulations. Any employee found to have violated this policy of EEO is subject to appropriate disciplinary action, up to and including dismissal from employment. In this manner, the Town strives to ensure a work environment that provides equal opportunity to all.

11.9 CIVILITY IN THE WORKPLACE

The Town encourages a workplace environment that respects the dignity of all employees. For this reason, all employees should maintain a high degree of civility and respect with co-workers, subordinates, and superiors. Verbal, psychological, or physically abusive behavior or harassment is counterproductive to the desire for teamwork among all employees, levels of management, and in relationships with elected officials, and the public. Use of abusive language and behavior is disruptive to these goals and will be subject to disciplinary action and will not be tolerated by the Town.

11.10 POLICY AGAINST HARASSMENT

The Town does not tolerate unlawful harassment of any of our employees, customers, vendors, suppliers, or independent contractors. Any form of harassment which violates applicable federal, state, or local law, including, but not limited to harassment related to same sex harassment or an individual's race, color, religion, sex, age, national origin, ancestry, marital, veterans or military status, disability, genetic information, sexual orientation, gender identity or expression, pregnancy, or any other protected status in accordance with applicable law is a violation of this policy and will be treated as a disciplinary matter. For these purposes the term "harassment" is based upon a protected category and includes (without limitation) slurs and any other offensive remarks; jokes other verbal, graphic, or physical conduct; leering, making offensive gestures, displaying of sexually suggestive or other offensive objects or pictures, cartoons, or posters; sexual advances, propositions, or requests; verbal abuse, graphic verbal commentaries about an individual's body or other protected category, sexually degrading words used to describe an individual, suggestive or obscene letters, notes, or invitations; or physical conduct, such as touching, assault, battery, impeding, or blocking movements. Questions about what constitutes harassing behavior should be directed to a supervisor.

Violation of this policy will subject an employee to disciplinary action, up to and including discharge. If you feel that you are being harassed by another employee, you must immediately contact your Supervisor, the Department Director, or the Town Manager. You may be assured that you will not be penalized in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible and corrective action will be taken where warranted. The Town prohibits employees from hindering internal investigations and internal complaint procedure. All complaints of unlawful harassment which are reported as provided herein will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation.

Harassment of employees in connection with their work by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee must immediately report such harassment to their Supervisor, the Department Director, or the Town Manager. Appropriate action will be taken against violation of this policy by any non-employee.

Harassment of our customers or employees of our customers, vendors, suppliers, or independent contractors, by our employees is also strictly prohibited. Such harassment includes sexual advances, offensive verbal or physical conduct based on a protected category, inappropriate comments based on a protected category, and insults based on a protected category. Any such harassment will subject an employee to disciplinary action, up to and including immediate discharge.

Your notification of the problem is essential. The Town cannot resolve a harassment problem without becoming aware of the situation. Therefore, it is your responsibility to bring those kinds of problems to our attention immediately so that the Town can take appropriate steps to correct the problem.

If the Town finds that an employee has violated the Town policy, appropriate disciplinary action will be taken, up to and including termination of employment.

11.11 SEARCHES AND INSPECTIONS

Employees should understand that there is no expectation of privacy on Town premises. In order to protect the safety and property of all employees, the Town reserves the right to inspect all areas and all items brought into Town's physical premises (even if locked with an employee owned locking device) including, but not limited to, work areas, desks, computers, cabinets, personal articles, clothes, lockers, packages, containers, bags, purses, briefcases, vehicles, and other items on Town property in furtherance of this policy except as explicitly prohibited by law. Refusal to cooperate with the Town in any lawful search or investigation may result in discipline, up to and including immediate dismissal.

SECTION 12 - DISCIPLINARY ACTION

It is the intent of the Town that effective supervision and employee relations shall avoid most matters which necessitate disciplinary action.

Infractions of any Town policies (including Departmental policies) shall subject the employee to disciplinary actions, up to and including immediate dismissal. Without limiting the generality of the foregoing, the list below includes circumstances for which employees may be disciplined, up to and including dismissal:

1. Inefficient use of time, e.g.
 - a. wasting time, loitering, spending time on other than assigned duties, quitting work, or leaving assigned work area during working hours without permission;

- b. poor performance, incompetency, inefficiency, or negligence in the performance of duty;
 - c. abuse of leave privileges, e.g., taking more than the specified time for meals or break periods, unauthorized leave/absences, being absent without permission or leave, and repeated tardiness or absenteeism;
2. Safety issues, e.g.
- a. violating a safety rule or safety practice;
 - b. failing to immediately report an accident or personal injury in which the employee was involved while on the job;
 - c. creating or contributing to unsafe or unsanitary conditions;
 - d. carelessness which affects the safety of the public, Town personnel, equipment, tools, or property.
3. Inappropriate Behavior, e.g.
- a. Violation of the Ethics Policy, including without limitation receiving or soliciting from any person, or participating in any fee, gift, or other valuable thing in the course of work, when such fee, gift, or other valuable thing is given in the hope or expectation of receiving a favor of better treatment than that accorded other persons;
 - b. failure to comply with requirements set forth in approved departmental rules, regulations, policies, standard operating procedures, general guidelines and Standards of Conduct;
 - c. threatening, intimidating, coercing, or interfering with fellow employees or supervisors at any time, including using abusive language;
 - d. falsifying personal or Town records, including employment applications, accident records, work records, purchase orders, time sheets, or any other report, record, application, or claim;
 - e. insubordination, including refusal to perform work assigned, or to comply with written or verbal instructions of his/her supervisor, except that which is deemed illegal, unsafe, or contrary to Town policy;
 - f. unauthorized use or display of firearms, explosives, or weapons on Town property;
 - g. unlawful or improper conduct, or indecency, either on or off the job, which would tend to affect the employee's relationships to the job, fellow workers, reputation, or goodwill in the community or Town;
 - h. possession of alcoholic beverages in or on Town property (excluding unopened containers in personal vehicles); reporting for work having alcohol present in one's system;
 - i. abuse or misuse of controlled substances or of any chemical substance or medication during the work day or reporting for work having controlled substances present in one's system, excluding prescription drugs prescribed by a licensed medical professional;
 - j. showing discourtesy to persons with whom the employee comes in contact while in the performance of duties;
 - k. permitting another person to use an employee's identification card, unauthorized use of another person's card, or altering an identification card;
 - l. being convicted of a misdemeanor of the first degree, as defined by Florida Statutes, being convicted of a felony, or any violation involving moral turpitude while either on or off the job, which directly impairs employee's ability to perform the functions of his/her position;
 - m. violation of any rules, policies, or procedures.

All disciplinary actions shall be documented in writing; all disciplinary actions involving a police officer shall comply with applicable standards and regulations. In all cases, the Department Director shall notify the employee of the action taken, and a copy of such notice shall be included in the employee's personnel folder, with a copy to the Town Manager and Town Clerk.

The Town Manager must approve a suspension or dismissal of an employee.

SECTION 13 – GRIEVANCE PROCEDURE

While all Town employees are classified as at-will, remain at-will and nothing herein changes the at-will nature of employment, this grievance procedure is available and may be used without fear of retaliation or discrimination for evaluation of personnel issues. Performance evaluations and ratings are not subject to the grievance procedure.

Step 1: If an employee feels s/he has a grievance, s/he shall, within ten working days after the employee had knowledge, or reasonably should have had knowledge of its occurrence, present the grievance in writing to his/her Department Director, or the grievance shall be considered waived. The written grievance shall name the employee involved, shall state the facts giving rise to the grievance, the remedy requested, and shall be signed and dated by the aggrieved employee. The Department Director shall submit his/her answer in writing within ten working days after receiving the employee's written grievance. The grievance may be resolved at that point if the adjustment is not inconsistent with the rules and regulations of this Human Resources Policy Manual. If the grievance is not satisfactorily addressed, the employee may submit the written grievance at Step Two.

Step 2: If the grievance is not resolved in Step 1, the employee may present the grievance within ten working days to the Town Manager. If the grievance is not submitted to the Town Manager within the time limit stated above, it shall be considered waived. The Town Manager will conduct a meeting among the employee(s) and supervisor(s) and give the Town's answer within ten working days following the Step 2 grievance meeting. The Town Manager's response shall be final and binding on the employees involved.

SECTION 14 - MISCELLANEOUS

14.1 TUITION REIMBURSEMENT

The Town of Sewall's Point will provide tuition reimbursement for full-time employees (with one year of full-time Town service) for any courses to include vocational or technical courses related to the employee's job, or as determined by the Department Director or Town Manager.

The Town may reimburse for public administration courses, and courses towards an Associate's Degree, Bachelor's Degree, or Graduate Degree from any accredited education institution as long as the benefit of the degree will be realized by the Town. The Department Director will agree to the appropriateness of the course(s) as they relate to the Town. There is no reimbursement for the cost of books, laboratory fees, and any other charges. Reimbursement is made in accordance with the following grade scale.

Grade Received	Tuition Percentage Reimbursed
A	100%
B	75%
C	50%
Below C	0%

To be eligible for the tuition reimbursement, the employee must receive written approval from their Department Director prior to taking any class. To receive reimbursement after completing the course, the employee must provide proof of payment and grade received. Only courses for which the employee has received prior approval will be eligible for reimbursement.

14.2 SEVERE WEATHER/ EMERGENCY DECLARATION POLICY

In the event that a local Declaration of Emergency is declared, such as in the case of severe weather that affects The Town of Sewall's Point, the Town will make every effort to notify all staff regarding the Town's decision to close offices or to remain open. The Town will also make the determination as to which employees are required to report to work during the Declaration of Emergency. In the event that Town offices are closed, all employees who are not required to report to work shall be paid their normal rates of pay/salary for the day. Only personnel designated for emergency status or receiving a specific request from their supervisors shall report for work. If Town offices remain open, a "liberal leave" policy shall be in effect, whereby those employees who choose not to report for work may utilize whatever options of paid leave are available to them for the day.