

Town of Indian River Shores



Employee Handbook

Table of Contents

Sec.		Title	Page
I		General Provisions	4
	a.	Mission Statement	4
	b.	Equal Opportunity	4
	c.	Authority	4
	d.	Applicability	4
	e.	Changes to This Handbook	4
	f.	Definition of Terms.	5
II		Work Environment	5
	a.	Job Descriptions	5
	b.	Job Openings.	5
	c.	Hiring	5
	d.	Honesty.	5
	e.	Performance	5
	1.	Probationary Period	6
	2.	Evaluations	6
	f.	Work Week.	6
	1.	Hours	6
		Time Sheet	6
		Absences.	6
	g.	Dress and Appearance	6
	h.	Ethics.	6
	1.	Gifts	6
	2.	Misuse of Position	7
	3.	Personal Gain	7
	4.	Prohibited Business Interaction	7
	5.	Conflict of Interest	7
	6.	Personal Identification.	7
	i.	Sexual Harassment	7
	j.	Political Activity	8
	k.	Drugs and Alcohol	8
	l.	Cellular Telephones	9
	m.	Workplace Privacy / Computer and Internet Use	9
	n.	Outside Employment	10

Sec.		Title	Page
III		Compensation and Benefits	10
	a.	Compensation	10
	1.	Overtime	10
	2.	Holidays	10
	3.	Travel	11
	b.	Benefits	11
	1.	Vacation	11
	2.	Sick Leave	11
	3.	Longevity	12
	4.	Court Duty	12
	5.	Bereavement Leave	12
	6.	Maternity Leave	12
	7.	Military Leave	12
	8.	Leave of Absence	13
	9.	Work-related Disability	13
	10.	Disability Insurance	13
	11.	Health Insurance	13
	12.	Life Insurance/Accidental Death Insurance	13
	13.	Retirement Plans	14
	14.	Staff Development / Continuing Education	14
IV		Organizational Chart	15
V		Miscellaneous	16
VI		Resignation	16
VII		Discipline and Termination	16
VIII		Grievance Procedures	16
IX		Safety and Security	16
	a.	Accident Prevention	17
	b.	Accident Reporting	17
	c.	Safety Equipment	17
X		Confidentiality	17
		Disclaimer	18



Employee Handbook

THIS IS NOT A CONTRACT

I. **GENERAL PROVISIONS**

a. **Mission Statement**

To make the Town of Indian River Shores the most livable and best managed town by providing services through teamwork, innovation, and a commitment to excellence.

b. **Equal Opportunity.** The Town of Indian River Shores provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal, state and local laws. The Town complies with applicable state and local laws governing non-discrimination in employment. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

c. **Authority.** Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between Indian River Shores and any of its employees. The provisions of the handbook have been developed at the discretion of the Town Council and, except for its policy of employment-at-will, may be amended or cancelled at any time, at its sole discretion.

d. **Applicability.** These provisions apply to all Town employees except where in conflict with existing contractual agreement, which will take precedence.

All Public Safety personnel who are members of the Collective Bargaining Agreement shall receive benefits as defined by that contract.

e. **Changes to this Handbook**

The benefits contained in this handbook are not property rights nor are the contractual in nature. They are subject to change, substitution, or elimination as determined by the Town Council.

f. Definition of Terms

Anniversary Date – the first day of employment by the Town and the date from which benefits are calculated and on which evaluations are due.

Compensatory leave – the time off from work in lieu of pay for having worked overtime during the regularly scheduled work week. This time off is granted upon request by hourly employees for hours worked in excess of 40 hours during a normal work week at 1.5 times the number of excess hours as the schedule permits.

Employee – any person who receives wages or salary for service to the Town whether under full-time, part-time, per-diem, or temporary basis.

Evaluation – the annual performance review conducted by the supervisor.

Exempt employee – an employee who is exempt from overtime pay as defined by the Fair Labor Standards Act (FLSA).

Full time employee – any employee who works a minimum of 30 hours per week.

Immediate family - spouse, children, siblings, parents, mother-in-law or father-in-law, grandparents, grandchildren or legal guardian.

Non-exempt employees - are subject to the wage and hour laws established by the (FLSA) and must receive overtime pay.

Per diem –Employees who are employed on an as needed basis and paid an hourly rate without any fringe benefits.

Town Policies or Procedures – those which apply to all employees are located at the back of this Handbook or are found in Public Safety Department’s General Orders, as applicable.

II. WORK ENVIRONMENT

a. Job Descriptions. All employment positions shall have a job description on file with the Town Clerk.

b. Job Openings. These will be posted on the Town website, bulletin board and are advertised in the local newspaper. Moreover, individuals shall be recruited from as wide an area as necessary to assure well qualified candidates.

c. Hiring

1. The selection and hiring of the Town Manager, Town Clerk, and Town Attorney is determined by the Town Council.
2. The selection and hiring of the various department heads is the responsibility of the Town Manager with the consent of the Town Council.

d. Honesty. The Town relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

e. Performance

1. Probationary Period

- a) The probationary period is used in conjunction with the interview and is necessary to insure the most effective integration of the employee with the position.
- b) In general, the period shall last six (6) months, but may vary where training or certification is necessary.
- c) An employee on probation as the result of a promotion who is found to be unsuited for the new position shall be returned to the previous position if available. If not, every effort will be made to place them in a similar position and classification.
- d) Probationary employees who do not meet the job requirements may be dismissed by the department head with the consent of the Town Manager.
- e) Supervisor evaluations during the probationary period are ongoing and any deficiencies shall be communicated directly as necessary.

2. **Evaluations**

Annual performance evaluations are to be completed in writing by the anniversary date and presented by the direct supervisor to the employee in a private discussion. The evaluation is to be signed by both employee and supervisor to signify understanding of the content, and acknowledgement of the grievance procedure should there be dissatisfaction with the review. The completed evaluation is to be given to the appropriate Records Manager (Town Hall or Public Safety) for inclusion in the Personnel file.

f. Work Week

1. **Work Hours**

- a) The office staff shall work Monday through Friday 8:00 AM to 4:30 PM with a one-hour unpaid lunch break.
- b) Public Safety Officers shall work as prescribed by the Director of Public Safety.
- c) Public Works and Postal Center personnel shall work as prescribed by the Town Manager.

2. **Time Sheet**

- a) All hourly employees shall sign in showing the exact time of reporting to work and of departure, noting the type of leave taken for hours not worked.
- b) The supervisor is responsible for the strict accuracy of the time sheet.

3. **Absences**

All employees are expected to report for duty at the scheduled time.

- a) If an employee is unable to work for any reason he must notify his supervisor as soon as possible prior to the scheduled reporting time.
- b) Chronic tardiness or absenteeism will be subject to disciplinary action

g. Dress and Appearance

- 1. Although there is no specific standard, employees are expected to use common sense and good judgment in selecting their work attire.
- 2. Uniforms are provided for some departments and are the standard in such instances.

h. Ethics

- 1. **Gifts**. Town employees shall not accept any gifts, including Christmas gifts, favors or services that might cause a reasonably prudent person to be

influenced in the discharge of his/her official duties. See Florida Statute 112 for details.

2. **Misuse of Position.** Town employees shall not use or attempt to use their position to secure special privileges or exemptions for themselves or others, except as may be provided by policy and/or law.
3. **Personal Gain.** Town employees shall not accept employment or engage in any business or professional activity which they might reasonably expect would require or induce them to disclose confidential information acquired by them by reason of their official position, nor shall they otherwise use such information for their personal gain or benefit.
4. **Prohibited Business Interaction.** Town employees shall not transact any business in their official capacities with any business entity of which he/she is an officer, director, agent, or member, or in which he/she owns a controlling interest.
5. **Conflict of Interest.** Town employees shall not have personal investments in any enterprise which will create a conflict between their private interests and the public interest.
6. **Personal Identification.** No official or employee whose duties include the use of a badge, card, uniform or insignia shall allow another to wear or use them.

i. Sexual Harassment

It is the Town of Indian River Shores' policy that all employees have a right to work in an environment free of discrimination, which encompasses freedom from sexual harassment. The Town strongly disapproves of sexual harassment of its employees in any form, and states that all employees at all levels of the Town must avoid offensive or inappropriate sexual and/or sexually harassing behavior at work and will be held responsible for insuring that the workplace is free from sexual harassment.

1. Specifically, the Town ***prohibits*** the following:
 - a) Unwelcome sexual advances;
 - b) Request for sexual favors, whether or not accompanied by promises or threats with regard to the employment relationship;
 - c) Other verbal or physical conduct of a sexual nature made to any employee that may threaten or insinuate either explicitly or implicitly that any employee's submission to or rejection of sexual advances will in any way influence any personnel decision regarding that person's employment, evaluation, wages, advancement, assigned duties, or any other condition of employment or career development;
 - d) Any verbal or physical conduct that has the purpose or effect of substantially interfering with the employee's ability to do his/her job; or
 - e) Any unwelcome verbal or physical conduct that has the purpose or effect of creating an intimidating, hostile or offensive working environment.
 - f) Other sexually harassing conduct in the office, whether physical or verbal, committed by supervisors or non-supervisory personnel is also prohibited. This behavior includes, but is not limited to, comments about an individual's body, sexually degrading words to describe an individual, offensive

comments, off-color language or jokes, innuendoes, and sexually suggestive objects, books, magazines, photos, cartoons or pictures.

2. Employees who have complaints of sexual harassment by anyone at work, including any supervisors, co-employees or visitors are urged *to report such conduct to their supervisor* so that he/she may investigate and resolve the problem. If the complaint involves the supervisor or someone in the direct line of supervision, or if the employee for any reason is uncomfortable in dealing with his/her immediate supervisor, the employee may go to the Town Manager.
3. The Town will endeavor to *investigate* all complaints as expeditiously and as professionally as possible. Where investigations confirm the allegations, appropriate corrective action will be taken.
4. Every attempt to maintain the information provided in the complaint and investigation process will be kept as *confidential* as possible.
5. There will be *no retaliation* against employees for reporting sexual harassment or assisting in the investigation of a complaint. However, if after investigating any complaint of harassment or unlawful discrimination, it is learned that the complaint is not bona fide or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who provided the false information.

j. Political Activity

1. No one shall solicit, in any manner, contributions or services for any political party or candidate from any employee during his/her hours of duty.
2. Any employee who wishes to accept or seek election or appointment to political office in the Town shall resign from their employment upon indicating such intention by formal declaration or other evidence of candidacy.
3. No employee shall be restricted in their right to hold membership in and support a political party, to vote as he/she chooses, to express opinions on all political subjects and candidates, to maintain political neutrality, or to attend political meetings or to campaign actively while off duty.
4. Employees are prohibited from distributing literature that promotes any organization, including labor unions, during working hours in a work area without explicit approval from the Town Manager.

k. Drugs and Alcohol

1. The policy of the Town is to employ a work force free from use of illegal drugs and abuse of alcohol, either on or off the job. Any employee determined to be in violation of this policy is subject to disciplinary action, which may include termination, even for the first offense.
2. It is a condition of employment that employees refrain from reporting to work, or working with the presence of drugs or alcohol in his or her body.
3. All job applicants will undergo screening for the presence of illegal drugs as a condition for employment.
4. The Town will maintain random screening practices to identify employees who use illegal drugs or abuse alcohol, either on or off the job. It shall be a condition of continued employment for all employees to submit to a drug test when requested.

l. Cellular Telephones

If in the opinion of the Town Manager it is useful or necessary for an employee to have a cell phone, and to the extent it is used in the course of employment, a monthly stipend is available as per Town Policy. Employees who receive a monthly cell phone stipend must be cognizant of the Public Records laws governing any communication that could be considered a “Public Record.” Any such communication must be saved and must not be deleted.

m. Workplace Privacy/Computer and Internet Use

1. The workplace is intended to be a place of work. An important part of work is communications and recordkeeping. No employee is at work 24 hours a day, seven days a week, and there are times when management needs access to communications or records maintained by employees in their individual workplaces. Personal items and personal communications that are received or stored on Town premises are not entitled to a guarantee of privacy. Management may search Town property and documents in Town-owned vehicles, employee desks, lockers, file cabinets, etc. with valid reason.
2. Electronic media raise similar issues. The Town provides electronic and telephonic communication devices and, when necessary, computers to employees. Although assigned to the employee, these items still belong to the Town. Similarly, any computer files created on or software downloaded onto, a Town computer belong to the Town. The Town consents to the “reasonable and limited” use of its computers for personal business while at work. Unauthorized programs and files may not be used or installed on City computers without the written permission of the Town. Employees may not destroy or delete files from Town computers except pursuant to the Town’s record retention policy.
3. The Town reserves the right to review voice mail, electronic mail, computer files, cell phone records and other electronic information generated by or stored in the Town’s electronic systems. The Town also reserves the right to report the finding of such reviews to appropriate agencies. Although the Town consents to the “reasonable and limited” use of its computers for personal business, what is “reasonable and limited” is solely determined by the Town. The only sure way to avoid violating the Town’s policy on personal computer use is to not use the Town’s computers for any personal purpose.

The following computer/cell phone use is **absolutely** forbidden:

- a) to access any material the Town considers to be pornographic; to transmit or knowingly accept receipt of any communication that is pornographic, obscene, or in the Town’s opinion might contribute to a hostile work environment in that it demeans individuals on the basis of race, sex, age, national origin, disability or some similar distinction;
- b) to conduct business for outside employment or a side-business; or
- c) to solicit others for non-work related reasons.

Town employees may not use personal electronic equipment (including but not limited to personal laptop computers and cellular phones) on Town property or at Town work sites to engage in conduct that would be prohibited if using Town equipment.

n. Outside Employment

1. Full-Time Employees are discouraged but not restricted from engaging in other employment during their off duty hours. However, full-time Town employment shall be considered the primary employment and it must take precedence over any other employment.
2. Town property shall not be used in any outside employment or for personal use.
3. Paid time off (e.g. sick leave, vacation) shall not be used in order to pursue outside employment.

III. COMPENSATION & BENEFITS

This section covers regular and overtime pay, health, dental, life and disability (both short and long term) insurance, workers' compensation, vacations and holidays, retirement plans, travel and mileage reimbursement, and staff development/tuition reimbursement.

a. Compensation

1. Overtime

- a) Overtime must be authorized by the Town Manager or the Director of Public Safety as necessary.
- b) Employees required to work overtime shall be compensated with either compensatory time off or pay as required by Federal law.
- c) Employees are expected to work overtime when requested.
- d) Exempt personnel shall not be paid overtime.
- e) A full time employee required to attend a court proceeding on behalf of the Town in addition to their scheduled work shall be paid overtime as required.
- f) Any court-paid remuneration shall be paid to the Town.

2. Holidays

- a) Authorized holidays are as follows:

New Year's Day	on	January 1
Good Friday	on	Friday before Easter
Memorial Day	on	Last Monday in May
Independence Day	on	July 4
Labor Day	on	First Monday in September
Veteran's Day	on	November 11
Thanksgiving Day	on	Fourth Thursday in November
Day after Thanksgiving	on	Fourth Friday in November
Christmas Eve Day	on	December 24
Christmas Day	on	December 25

- b) A paid day off shall be granted to all eligible full time employees regularly scheduled to work on such days.
- c) When a holiday falls on a Saturday it shall be observed on the preceding Friday and if it falls on a Sunday, it shall be observed on the following Monday.
- d) Non-exempt employees who are required to work on a holiday shall be paid at a rate of two and one-half times their normal rate for the actual hours worked.
- e) An employee may request compensatory time off in lieu of holiday pay with their supervisor's approval.

3. Travel

- a) Compensatory time off may be granted for travel time to and from Town authorized conferences, seminars, or other work-related functions at the discretion of the Town Manager.
- b) Travel and mileage expenses shall be reimbursed upon submission of an approved itemized statement supported by receipts as per Town Policy. Generally, the Town follows the current Internal Revenue Service standard mileage rate and the State of Florida per diem rates.

b. Benefits

1. Vacation

- a) All regular full-time employees earn vacation time off as shown in the chart below.

Anniv.	24-hour Empl.	12-hour Empl.	8-hour Empl.	7.5-hour Empl.	6-hour Empl.	Dept. Heads
1 year	144 hrs.	96 hrs.	80 hrs.	75 hrs.	60 hrs.	112.5 hrs.
5 years	192 hrs.	144 hrs.	120 hrs.	112.5 hrs.	90 hrs.	150 hrs.
10 years	240 hrs.	168 hrs.	160 hrs.	150 hrs.	120 hrs	150 hrs

- b) Vacation shall accrue on the employee's anniversary date.
- c) Vacation hours must be used in the year accrued or will be lost on the following anniversary date.
- d) Exceptions must be approved in writing by the Town Manager.
- e) If a designated holiday falls during the vacation period, an additional vacation day will be granted.
- f) Requests for vacation shall be made to your supervisor on the designated form with sufficient advance notice to adjust the schedule.
- g) Granting of vacation time is up to the discretion of the department head and the Town Manager.
- h) Vacations may not be taken in advance of being earned except in unique circumstances and only as approved by the Town Manager.
- i) If an employee is terminated for any reason, any currently earned but unused vacation time shall be paid with the final check.

2. Sick Leave

- a) All regular full time employees shall be entitled to paid sick leave as follows:
 - i. It is earned at the rate of 1 day or shift per full month of employment and may be taken with supervisor approval.
 - ii. Sick leave in excess of three (3) work days may require the submission of a doctor's note to your supervisor.
 - iii. The supervisor must be notified as soon as practical, but no later than 30 minutes prior the scheduled reporting time.
- b) Sick leave may be accrued throughout employment and may be used as necessary. However, it shall have no monetary value at retirement or termination.

- c) If the necessary sick leave is in excess of the earned sick leave, the Town Manager at his discretion can approve the use of future sick leave.
 - d) Sick leave can be used for personal illness, incapacity, or as part of Family Medical Leave.
 - e) If an employee becomes ill while on paid vacation and desires to use sick leave instead, the supervisor should be informed as soon as possible and a doctor's note may be required.
 - f) An employee may donate his/her accumulated sick leave hours to another employee who has a need on an hour for hour basis.
3. Longevity
All regular full time non-union employees are eligible to receive up to a cumulative 9% increase for longevity pay with supervisor approval based on the number of years served as follows.
- a) Five (5) years service - 3% increase.
 - b) Ten (10) years service - additional 3% increase.
 - c) Fifteen (15) years - additional 3% increase.
4. Court Duty
Full pay shall be granted to any employee who is called to serve as a witness or jury member on behalf of a public jurisdiction if it occurs during their normal working hours. Any remuneration shall be turned over to the Town.
5. Bereavement Leave
Up to three (3) days with pay shall be granted to an employee who has a death in the immediate family upon satisfactory proof of the death to the supervisor.
6. Maternity Leave
- a) An employee who will miss work due to pregnancy may be granted a leave of absence without pay after the use of all available vacation, sick leave, and compensatory time.
 - b) The employee must notify her supervisor in writing at least four (4) weeks prior to the anticipated date of departure.
 - c) An employee who wishes to continue to work beyond the sixth month of pregnancy must submit a statement from her physician certifying her ability to remain at work without impairing her health or job performance.
 - d) The leave will be for ninety (90) days unless a longer leave is approved by the Town Manager.
 - e) Prior to returning to work at the completion of the leave, the employee must submit a statement from her physician stating her fitness to return to her position.
 - f) Failure to return from maternity leave will be deemed a voluntary resignation.
7. Military Leave
- a) Leave shall be granted to employees who are ordered to:
 - i. *Federal* active or inactive duty training due to membership in military reserves, including the National Guard. The first seventeen (17) days of such leave per year shall be with pay. Leave beyond the seventeen (17) days shall be without pay.

- ii. *State* active duty due to membership in the Florida National Guard. Such leave not exceeding seventeen (17) days at any one time shall be with pay. Leave beyond the seventeen (17) days at one time shall be without pay.
- b) Leave granted to employees for extended active military service shall be according to Sections 115.09, 115.14, and 295.09, Florida Statutes.

8. Leave of Absence

- a) The decision to grant leave without pay (leave of absence) is a matter of administrative discretion and must be approved by the Town Manager.
- b) Any appointment made to a position vacated by an employee on leave shall be conditional upon the return of the employee on leave.
- c) During any unpaid leaves the employee will be responsible to reimburse the Town for all insurance premiums normally paid by the employee.
- d) Employees shall not accrue sick leave or vacation during the uncompensated absence, nor paid for any holiday during the period.
- e) The supervisor must be informed at least two (2) weeks prior to the expiration of the leave in order to facilitate the reinstatement.
- f) Failure to return to work at the expiration of the approved leave shall be considered a voluntary resignation.

9. Work-related disability

- a) The Town provides for Workers' Compensation Insurance at no cost to employees. This covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, Workers' Compensation Insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.
- b) Employees who sustain work-related injuries or illnesses should inform their supervisor immediately.
- c) No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

10. Disability Insurance. The Town provides **Long Term Disability** insurance which becomes effective after 90 days of an event that precludes the employee's ability to perform their job. Sixty percent (60%) of the income is payable for up to a maximum of 3 ½ years, or to Social Security Disability Insurance or Medicare eligibility at age 65, whichever comes first. **Short Term Disability** insurance is offered by third party administrators, such as AFLAC, to be arranged by and paid for entirely by the employee.

11. Health Insurance

- a) The Town pays for medical, dental, and vision insurance for all full-time employees.
- b) The Town also provides a partial medical, dental, and vision insurance subsidy for an employee's dependents.
- c) Should an employee have health insurance available through other means, the Town will pay an incentive (up to 50% of the savings to the Town) to that employee to decline coverage. Any interested employee should speak to their supervisor for details.

12. Life Insurance/Accidental Death Insurance

The Town pays the entire premium for \$15,000, \$20,000 or \$50,000 of term coverage Life Insurance and Accidental Death and Dismemberment Insurance after 30 days of employment for each employee, depending on position.

13. Retirement Plans. The Town provides a retirement plan for all qualified employees with full details available in the Finance Department.

- a) There are two separate retirement plans: Defined Contribution for the general employees and Defined Benefit for the police and fire employees.
- b) Participation in a retirement plan is mandatory for full-time public safety officers and is made available to non-union employees.
- c) There is a mandatory minimum contribution of 5% of pay excluding overtime for General Employees and including up to 300 hours of annual overtime for police and fire employees.
- d) The two possible entry dates into a retirement plan are April 1 or October 1 depending upon the completion of 1,000 hours of employment.

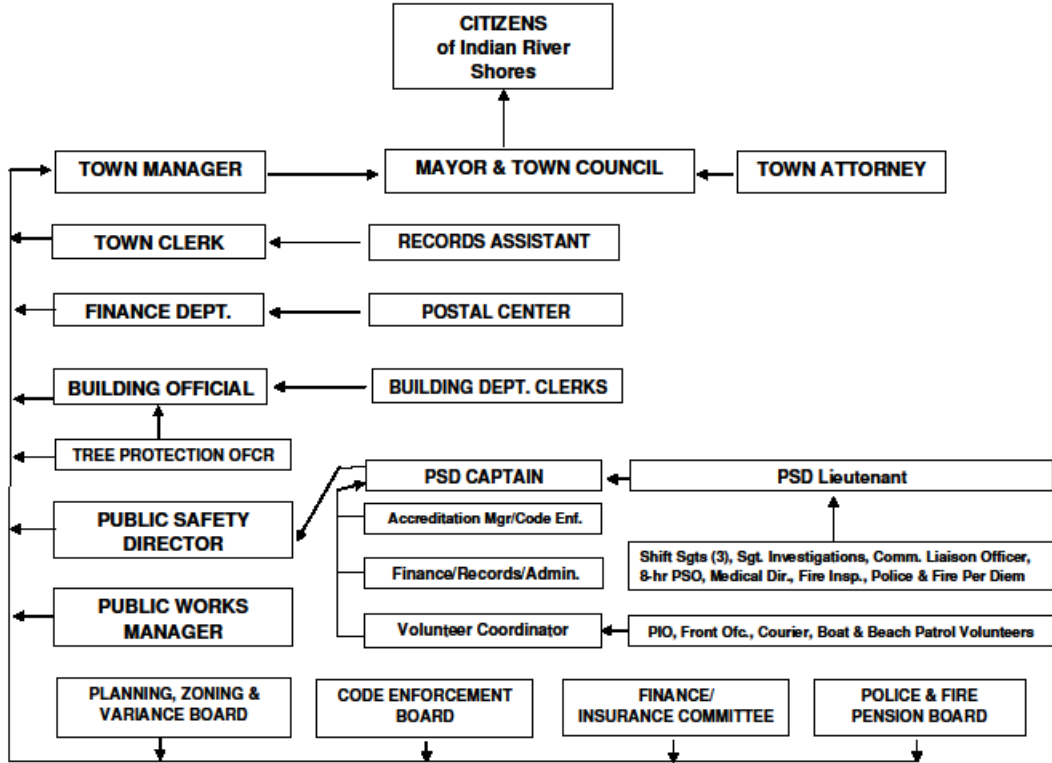
14. Staff Development/ Continuing Education

Many positions require continued education in order to maintain certification, and reimbursement for expenses associated with that effort is provided by the Town. The Town will also reimburse employees up to \$1,200 annually toward tuition expenses and the cost of books for successful completion for courses taken at an accredited college. The degree or courses requested must be applicable to the employee's goals for their position, and require written approval from the department head and the Town Manager prior to commencing with the course(s).

IV. ORGANIZATION CHART

TOWN OF INDIAN RIVER SHORES

ADMINISTRATIVE ORGANIZATION



Last updated 2/13/2014

V. MISCELLANEOUS

- a. Unless required by the position of the employee, any public requests for information should be referred to the Town Manager.
- b. Should an employee be subpoenaed or otherwise requested to make a statement to an attorney or law firm regarding Town business, it should immediately be brought to the attention of his/her supervisor who shall immediately notify the Town Manager.

VI. RESIGNATION

- a. Resignation is a voluntary act initiated by the employee to terminate employment with the Town. Although advance notice is not required, the Town requests at least two weeks written resignation notice from all employees.
- b. Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.
- c. Any property belonging to the Town, including keys, computers, usernames and passwords, etc., must be returned prior to the issuance of the final paycheck.

VII. DISCIPLINE AND TERMINATION

- a. It is the intent of the Town to provide equitable and consistent discipline for unsatisfactory conduct in the workplace.
- b. Although employment with the Town is based on mutual consent and both the employee and the Town have the right to terminate employment at will, with or without cause or advance notice, the Town may use progressive discipline at its discretion.
- c. Disciplinary action may call for any of four steps - verbal warning, written warning, suspension with or without pay, or termination of employment - depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

VIII. GRIEVANCE PROCEDURES

- a. A grievance is an alleged violation or misinterpretation of Town rules, regulations, policies, or this Handbook and most will likely be resolved at the supervisory level.
- b. Grievances must be informally discussed with the department head within three (3) days of occurrence.
- c. If not resolved verbally, a written grievance must be presented to the department head within six (6) days and include the name of the aggrieved employee, the date of the occurrence, the nature of the grievance, and the desired outcome.
- d. If the process continues above the department head to the Town Manager, there are a series of deadlines for correspondence.
- e. The grievance shall not become part of the employee's permanent record nor shall it affect employment status regardless of the outcome.

IX. SAFETY AND SECURITY

The development of safe working conditions, practices, habits, and thinking are the objectives of the Town Safety Program, which is Public Safety Department's General Order Number 41.

- a. Accident Prevention All employees must participate in the development, implementation, and improvement of the Safety Program.
- b. Accident Reporting
 - 1. All employees must immediately report all injuries or accidents to their supervisor.
 - a) This includes minor first aid injuries.
 - b) This also includes motor vehicle accidents involving Town vehicles.
 - 2. The supervisor must submit a written report within 24 hours of the event to the Safety Program Director.
- c. Safety Equipment
 - 1. The Town will provide all proper and necessary safety equipment and devices for employees engaged in work where such special equipment is required.
 - 2. Failure by the employee to utilize provided safety equipment is cause for disciplinary action.

X. **CONFIDENTIALITY**

As an employee of the Town of Indian River Shores, you may encounter a variety of confidential matters regarding other employees, staff, residents and visitors. When doing so, it is your responsibility to maintain the highest level of privacy for all concerned. Should an occasion arise in which you are unsure of your obligations under this policy, it is your responsibility to consult with your supervisor. Failure to comply with this policy could result in disciplinary action, up to and including termination.

DISCLAIMER

All employees of the Town are employed at-will and may quit or be terminated at any time and for any or no reason.

Nothing in any of the Town's rules, policies, handbooks, procedures or other documents relating to employment creates any express or implied contract of employment.

This handbook replaces any previously issued policies, written or oral, governing employment. No past practices or procedures, whether oral or written, form any express or implied agreement to continue such practices or procedures.

No promises or assurances, whether written or oral, that are contrary to or inconsistent with the limitations set forth in this paragraph create any contract of employment unless: 1) the terms are put in writing; 2) the document is labeled "contract"; 3) the document states the term of employment; and 4) the document is signed by the Town [manager/mayor] or approved by vote of the Town Council.

I ACKNOWLEDGE RECEIPT OF THE TOWN'S PERSONNEL HANDBOOK AND UNDERSTAND THAT IT IS NOT A CONTRACT OF EMPLOYMENT.

Employee Signature

Date

Printed Name