

EDISTO BEACH PERSONNEL MANUAL

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, PRACTICES AND UNDER-STANDINGS, WRITTEN OR ORAL, GOVERNING EMPLOYMENT. NOTHING CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS IN THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT UNLESS: 1) THE TERMS ARE 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 ADMINISTRATOR.

AUGUST 13, 2020

TOWN OF EDISTO BEACH
2414 MURRAY STREET, EDISTO BEACH, SC 29438

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ACKNOWLEDGEMENT:

_____

[Signature] Date

_____

Printed Name

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FOREWORD

Working for the Town is not just another job. You are performing a service to your community that enables it to function smoothly throughout the year. Each of us should remember at all times that we are indirectly employed by every citizen in Edisto Beach and should always treat our citizens in a courteous and friendly manner.

Should any portion of this policy be unclear to you, it is your responsibility to ask your immediate supervisor for clarification.

Any previous handbook issued or posted electronically prior to August 13, 2020 is no longer valid. The Policies and Procedures contained in the Manual supersede any previous policies issued by this agency or its predecessor.

Effective August, 2020

GENERAL POLICIES

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The Town provides equal opportunity to all applicants for employment, and administers hiring, conditions and privileges of employment, compensation, training, promotions, transfer, and discipline without discrimination because of race, color, religion, sex, sexual orientation, gender, disability, genetic information, age, national origin or any other status protected by law. The Town also prohibits retaliation against employees who have reported discrimination or harassment in good faith. Any employee who believes that he/she has been discriminated or harassed against in violation of this policy should report the matter to their supervisor, the Town Administrator or Mayor.

ANTI-HARASSMENT

Various laws and regulations generally prohibit employment decisions from being made on the basis of race, sex, sexual orientation, religion, national origin, color, age, genetic information, disability, or similar distinctions. In addition, it is our desire to provide a working environment in which employees are free from discomfort, bullying or pressure resulting from jokes, ridicule, slurs, threats and harassment either relating to such distinctions or simply resulting from a lack of consideration for a fellow human being.

The Town does not tolerate harassment of any kind and forbids retaliation against anyone who has reported harassment in good faith.

SEXUAL HARRASSMENT

Sexual harassment warrants special mention. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment when:

(1) Submission to the conduct is an explicit or implicit term or condition of employment, or
(2) Submission to or rejection of the conduct is used as the basis for an employment decision, or
(3) The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidation, hostile or offensive work environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented kidding or teasing, practical jokes, jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, "put-downs" or condescending or derisive comments or terms based on gender, and physical conduct,

such as patting, pinching, or brushing against another person. This policy prohibits such conduct regardless of the gender of the perpetrator or victim.

Disputes sometimes arise as to whether conduct was "welcome" or "unwelcome". Conduct which would violate this policy if it were unwelcome violates the policy if anyone complains of it. However, not all conduct which is prohibited by this policy constitutes a violation of the law.

COMPLAINT PROCEDURE AND INVESTIGATION

If you believe this policy has been violated by anyone with whom you come in contact with on the job, regardless of whether it is by a fellow worker, a supervisor, or a member of the public, you should immediately report the incident(s). You may do this by:

> Reporting to your supervisor or to a higher level in your "chain of command." Complaints against the Administrator should be made to the Mayor.

Supervisors and managers who receive complaints or become aware of harassment should immediately coordinate with the Town Administrator. Complaints against Department Heads should be made to the Town Administrator.

Harassment allegations will be investigated, and the investigatory process may vary from case to case. The investigation is conducted as confidentially as possible consistent with the effective handling of the complaint. All employees have a responsibility both to cooperate fully with the investigation and to keep the matter confidential, whether the employee is the accused person, the complaining one, or merely a potential witness. Persons who are interviewed should not discuss the matter at all with co-workers, friends, or management. This does not mean, however, that employees may not complain to civil rights agencies.

Employees may be asked to submit to a polygraph (lie detector) examination.

--IMPORTANT--

To avoid misunderstandings, complaints made to members of management or to the Mayor require the completion of a complaint report, either by you or by the person to whom the complaint is made, which details the allegations and lists any witnesses to the alleged harassment. You should be sure to get a copy of this initial complaint report to confirm you have complied with this procedure. (Appendix 4)

These procedures have been established to enable you to get relief if you feel that you are the victim of harassment. The reporting procedures which we have adopted are intended to establish a clear record of what has been reported.

EMPLOYMENT POLICIES

HIRING

The Town endeavors to hire the most suitable candidate for open positions and encourages current employees to apply for positions for which they are qualified. The Town may also solicit and consider applications from external applicants. Decisions to fill an open position that are made by lower levels of management require prior approval by the Town Administrator.

RECRUITMENT

It is the policy of the Town to fill each position with the person it deems best suited for the position, at the sole discretion of the Town. Position vacancies may be posted in either printed sources or other electronic media. At the Town's discretion, vacancies for the same positions that occur within 6 months of each may not be re-advertised. Advertisements are coordinated through the Town Administrator who will assist the Department Heads with the advertisement. Temporary appointments may be made to fill these vacancies as necessary.

The final selection for positions is made by the respective Department Head with the approval of the Town Administrator. Department Heads are selected by the Mayor and Town Council with the advice of the Town Administrator. New or rehired employees must complete the appropriate paperwork prior to starting work.

HIRING OF RELATIVES: NEPOTISM

People in the same immediate family may not be employed or continue to be employed if one directly or indirectly supervises another or interacts with another in the handling of money or compensation. For purposes of this policy, immediate family is defined as spouse, parent, child, grandparent, grandchild, brother or sister, parent-in-law, grandparent-in-law, brother-in-law and sister-in-law. The immediate family is also considered to include stepparents, stepchildren, stepbrothers and stepsisters when the employee and the step-relative have lived together regularly in the same household. Unrelated employees residing together or otherwise engaged in a close personal relationship (such as domestic partner, co-habitant or significant other) are treated as being within the immediate family of each other for the purposes of this nepotism policy. Members of the immediate family of elected officials of the Town are not eligible for Town employment.

If employees become related by marriage and create a situation prohibited by this policy, one of the employees may be asked to give up his position. If the employees cannot choose which of them it will be, the employee having the lower budgeted annual compensation may be removed. The removed employee may be considered for other positions within the Town for which he is qualified.

Situations not specifically addressed in this policy that, in the Town's opinion, create a conflict of interest or give the appearance of a conflict of interest, will be handled at the Town's discretion.

EMPLOYMENT CATEGORIES

THESE CLASSIFICATIONS DO NOT GUARANTEE EMPLOYMENT FOR ANY SPECIFIED PERIOD OF TIME. ACCORDINGLY, THE RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT WILL, AT ANY TIME, IS RETAINED BY BOTH THE EMPLOYEE AND THE TOWN.

Each employee is designated as either nonexempt or exempt from certain provisions of the federal wage and hour laws. Nonexempt employees are entitled to overtime pay or compensatory time off under the specific provisions of federal laws. Exempt employees are not entitled to overtime or compensatory time off.

In addition to the above categories, each employee will belong to one of the following employment categories:

REGULAR FULL-TIME (over 30 hours) employees are those who have successfully completed the six-month introductory period or any extension thereof, are not temporary employees, are normally expected to work no less than the department's regularly scheduled work hours, and are eligible for all Town benefits subject to the terms and conditions, and limitations of each benefit program.

REGULAR PART-TIME employees are those who have successfully completed the six-month introductory period, are not temporary employees, and are normally scheduled to work fewer than 30 hours per week, but may be called upon to work above their normally scheduled hours of work when workloads require. Such employees are not eligible for fringe benefits.

TEMPORARY employees are employed for the purpose of providing supplemental manpower for special projects or to fill in for regular full-time employees who are unable to work, generally in situations where the employment is not expected to continue for more than six months. Temporary employees are not eligible for Town benefits, other than those required by law, such as workers compensation.

INTRODUCTORY. All new employees, including former employees who have been rehired, must complete a six-month introductory period. This period is a continuation of the selection process and is a time in which the new employee should demonstrate that he/she is suited for the job. This period is not a guarantee of employment for six months. If the department head concludes at any time that the employee is not suited for the position, the employee may be terminated or may continue in an extended introductory period if approve by the Town Administrator.

Introductory employees are eligible for Town benefits in accordance with the full-time or part-time

nature of their position and subject to the terms, conditions and limitations of each benefit program, except that introductory employees may accrue but not use vacation leave during the introductory period.

INTRODUCTORY PERIOD

The first six months of employment for a new or rehired employee is considered an introductory period, which provides the employee opportunity to evaluate the job, and affords the Town opportunity to further evaluate the employee's suitability for the position. This period is considered an extension of the application process. During this period, the employee may decide that the position is not suited to him/her and resign without notice. Likewise, the Town may decide an employee is not well suited for a position and, upon recommendation of the Department Head, terminate the employee without notice. SUCCESSFULLY COMPLETING THE INTRODUCTORY PERIOD DOES NOT ALTER THE AT WILL NATURE OF EMPLOYMENT WITH THE TOWN OF EDISTO BEACH. EMPLOYEES MAY RESIGN OR BE TERMINATED AT ANY TIME, WITH OR WITHOUT NOTICE OR CAUSE.

Any introductory employee who is absent for more than three consecutive days during the introductory period is automatically terminated but is eligible for rehire. Any approved absences will automatically extend the introductory period by the length of the absence.

During the introductory period, new employees are eligible for Town benefits subject to the terms and conditions, and limitations of each benefit program.

Annual and sick leave are accrued during the introductory period, but annual leave may not be used until satisfactory completion of the introductory period. Introductory employees are eligible for holiday compensation.

The introductory period ends when at the end of the six-month period or extension thereof, the employee is notified that the introductory status is no longer in effect, as evidenced by a written performance evaluation, and that employment status is being changed to regular full-time or part-time. In the event the Town does not notify the employee at the conclusion of the initial six months, the employee is to request a written employment status notification within 15 days of the six-month employment anniversary. Until written notification of regular status is received, employment status continues to be introductory. However, as noted in the introduction of this manual, successful conclusion of the introductory period does not constitute any agreement or contract of continued employment.

All newly promoted employees must complete an introductory period of three months unless the newly promoted employee has been acting in the capacity as promoted and an introductory period is waived by the Town Administrator. This period is a continuation of the selection process and is a time in which the newly promoted employee-demonstrates that he/she is well-suited for the promotion.

If the department head concludes at any time during the introductory period that the newly promoted employee is not suited for his/her new position, the employee will be removed from that position. If there is a vacancy in his/her former position which is to be filled, he/she may be returned to it. If there is no such vacancy, he/she may be considered for the filling of other vacancies for which he/she is qualified. The pay scale will be adjusted commensurate with the final assignment of the employee. If no other position is found for him, the employee may be terminated. This action does not prohibit an employee from applying for future vacancies with the Town.

OUTSIDE EMPLOYMENT

The Town expects an employee's work for the Town will take precedence over any outside employment engaged in by an employee. Employees must get the prior written approval of their Department Head before engaging in other employment. Should the Town, in its sole discretion, determine that the outside employment interferes with or is otherwise incompatible with employment for the Town, the employee may be required to choose between the jobs.

Employees may not engage in any private business or activity while on Town work time or at Town workplaces. Employees may not use Town property while engaging in private business.

POLITICAL ACTIVITY

Employees may fully and freely associate themselves in organizations of their own choosing, except those organizations whose purpose is the violent overthrow of the government of the United States, the State of South Carolina or any of its political subdivisions. In addition, supervisory employees may not join or support labor organizations that accept membership from subordinates of such supervisors.

In certain circumstances involving real or potential conflicts, employees who run for public office may be placed on an unpaid leave of absence until after the election. If an employee is placed on leave of absence, his employment will terminate upon his election to a partisan public office.

For purposes of this policy, an employee is considered a "candidate for public office" as soon as he begins actively campaigning for nomination or election, or when he files for candidacy, whichever comes sooner.

GIFTS AND GRATUITIES

No employee may directly or indirectly solicit, accept or receive a gift under circumstances in which it could be inferred that the gift was intended to influence him in the performance of his official duties or was intended as a reward for an official act on his part. A gift is defined as any benefit, favor, service, privilege or thing of value that could be interpreted as influencing an employee's impartiality. A gift includes, but is not limited to, meals, trips, money, loans, rewards, merchandise, foodstuffs, tickets to sporting or cultural events, entertainment, and personal services or work

provided by Town suppliers or contractors. This policy is not intended to prohibit the acceptance of items of nominal value that are distributed generally to all employees.

A determination as to whether this policy has been violated is in the Town's sole discretion.

CONFLICT OF INTEREST

Town employees are covered by state ethics laws that prohibit public employees from using their public position for their own personal gain or to benefit a family member or business associate. State law also prohibits employees from making governmental decisions on matters in which they, their family or business associates have an economic interest. Employees must notify their supervisors in writing of any matter in which they, their family or business associates have an economic interest and in which they must act on behalf of the Town. The supervisor must send the notification to the Town Administrator, or to Council for review. If the Town determines a potential conflict or appearance of conflict of interest exists, the matter will be reassigned to another employee.

WORKPLACE PRIVACY/COMPUTER USE

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 received or stored on Town property are not entitled to a guarantee of privacy. The Municipal Clerk will maintain a key to all offices and vehicles. If locks are changed, a key must be provided to the Municipal Clerk.

Management may search Town property and documents in Town-owned vehicles, employee desks, lockers, file cabinets, electronic devices, etc. Further to help provide for the safety and security of Town Employees, guests and property the Town may conduct video surveillance or global positioning tracking of all Town property.

Electronic media raise similar issues. The Town provides electronic and telephonic communication and, when necessary, computers and mobile devices to employees. Although assigned to the employee, these items still belong to the Town. Similarly, any electronic files created on or software downloaded on, a Town computer or mobile device belong to the Town. Unauthorized programs and files may not be used or installed on Town computers without the written permission of the Town. Additionally, employees may not encrypt work and may not use passwords other than those assigned to them by the Town. Employees may not destroy or delete files from Town computers or mobile devices except pursuant to the Town's record retention policy. All passwords will be provided to and maintained by the Assistant Town Administrator.

The Town reserves the right to review voice mail, electronic mail, computer and mobile device files, text messaging, 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. The Town consents to the reasonable personal use of its computers and mobile devices. Although the Town consents to the "reasonable" use of its computers and mobile devices for personal business, what is 'reasonable" is determined in the sole discretion of the Town. The only way to avoid violating the Town's policy on personal computer and mobile device use is to not use the Town's computers for **any** personal purpose.

The following use is absolutely forbidden:

1. 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;
2. to conduct business for outside employment or a side-business;
3. to solicit others for non-work-related reasons.

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

Important Notice: The Town has the capacity to examine the computer and mobile device usage of individual employees in detail. Even though an item has been "deleted" and the employee cannot retrieve it, this does not mean that the Town cannot do so. It is also possible to generate a report of every Internet connection made by each user and of how much time was spent in each connection.

SOCIAL NETWORKING/BLOGGING

Social networking, personal websites and blogs have become common methods of self-expression. The Town respects the right of employees to use these media during their personal time. The Town consents to reasonable limited access to social media sites during working hours or using Town equipment. What is "reasonable" is determined at the sole discretion of the Town.

Employees must understand that material posted on these media may be read by persons other than those for whom it is intended. Employees are cautioned that they are responsible for the contents of social media posts they make. Posts that contain obscene or harassing material, that are unlawful, that contain personal attacks on coworkers, that reasonably call into question the employee's judgment, or that reasonably cause concern among the public may result in discipline, up to and including termination from employment. Similarly, conduct that would violate Town policies if done in person also violates Town policy if done through social media. Employees may not disclose confidential information over social media or similar sites.

Employees who post on media sites and who have identified themselves as a member or employee of the Town on those sites must make it clear that they are expressing their own views and not

those of the Town.

Employees should not speak or communicate with the media on the Town of Edisto Beach's behalf without first contacting the Town Administrator. All media inquiries should be directed to the Town Administrator.

ELECTRONIC EQUIPMENT ACCEPTABLE USE

OVERVIEW

The Town's intentions for publishing an Acceptable Use Policy are not to impose restrictions that are contrary to the Town of Edisto Beach's established culture of openness, trust and integrity. Information Technology is committed to protecting the Town of Edisto Beach's employees, partners and the company from illegal or damaging actions by individuals, either knowingly or unknowingly.

Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing, cellular telephones, tablet devices, PDAs, and FTP, are the property of the Town of Edisto Beach. These systems are to be used for business purposes in serving the interests of the Town, and of our citizens and customers in the course of normal operations.

Effective security is a team effort involving the participation and support of every Town of Edisto Beach employee and affiliate who deals with information and/or information systems. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly. All staff with access to the server will be required to take cybersecurity training.

PURPOSE

The purpose of this policy is to outline the acceptable use of computer equipment at the Town of Edisto Beach. These rules are in place to protect the employee and the Town of Edisto Beach. Inappropriate use exposes the Town of Edisto Beach to risks including virus attacks, compromise of network systems and services, and legal issues.

SCOPE

This policy applies to employees, contractors, consultants, temporaries, and other workers at the Town of Edisto Beach, including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by the Town of Edisto Beach.

POLICY

General Use and Ownership

a. While the Town of Edisto Beach desires to provide a reasonable level of privacy, users should be aware that the data they create on the Town's systems remains the property of the Town of Edisto Beach. Because of the need to protect the Town of Edisto Beach's network, management cannot guarantee the confidentiality of information stored on any

network device belonging to the Town of Edisto Beach. Each user has a secured network drive which must be used to ensure data is not lost if a computer fails. Failure to utilize this network drive which results in loss of data will result in disciplinary action.

b. Employees are responsible for exercising good judgment regarding the reasonableness of personal use.
c. For security and network maintenance purposes, authorized individuals within the Town of Edisto Beach may monitor equipment, systems and network traffic at any time, per Policy.
d. The Town of Edisto Beach reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.
e. Town data stored or received on a personally owned device is subject to search if requested due to either a FOIA or discovery request. It is recommended that the employees do not use their personal computing devices in the normal course of work.

Security and Proprietary Information

a. The user interface for information contained on Internet/Intranet/Extranet-related systems should be classified as either confidential or not confidential. Examples of confidential information include but are not limited to citizens' private data (Social Security numbers, account numbers, etc.) and customer lists. Employees should take all necessary steps to prevent unauthorized access to this information.
b. Keep passwords secure and do not share accounts. Authorized users are responsible for the security of their passwords and accounts. User level passwords should be changed every 45 days or when automatically prompted by our IT consultants.
c. All PCs, laptops and workstations should be secured with a password-protected screensaver with the automatic activation feature set at 10 minutes or less, or by logging-off. when the host will be unattended.
d. Because information contained on portable computers is especially vulnerable, special care should be exercised. Protect laptops in accordance with the following guidelines;
    1. Laptops should not be left unattended in public.
    2. Laptops should be locked when not in use.
    3. Laptops should not be stowed in direct sunlight.
    4. Due care should be exercised to keep laptops out of the elements.
e. Postings by employees to newsgroups or social networking sites should be in accordance with the Town's Social networking policy.
f. All hosts (computers, PDA's tablets or other mobile devices) used by the employee that are connected to the Town of Edisto Beach Internet/Intranet/Extranet, whether owned by the employee or the Town of Edisto Beach, shall be continually executing approved virus-scanning software with a current virus database unless overridden by departmental or group policy.
g. Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses, e-mail bombs, or Trojan horse code.

Unacceptable Use

a. The following activities are, in general, prohibited. Employees may be exempted from

these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

b. Under no circumstances is an employee of the Town of Edisto Beach authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing the Town of Edisto Beach-owned resources.
c. The lists below are by no means exhaustive but attempt to provide a framework for activities which fall into the category of unacceptable use.

System and Network Activities

The following activities are strictly prohibited, with no exceptions:

a. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the Town of Edisto Beach.
b. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the Town of Edisto Beach or the end user does not have an active license is strictly prohibited.
c. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
d. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
e. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
f. Using a Town of Edisto Beach computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
g. Making fraudulent offers of products, items, or services originating from any Town of Edisto Beach account.
h. Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
i. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
j. Port scanning or security scanning is expressly prohibited unless prior notification to Information Technology is made.
k. Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.

l. Circumventing user authentication or security of any host, network or account.
m. Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
n. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
o. Providing information about, or lists of, the Town of Edisto Beach employees to parties outside the Town of Edisto Beach.

Email and Communications Activities

a. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
b. Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
c. Unauthorized use, or forging, of email header information.
d. Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
e. Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
f. Use of unsolicited email originating from within the Town of Edisto Beach's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by the Town of Edisto Beach or connected via The Town of Edisto Beach's network.
g. Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).
h. The use of Town email accounts or conducting of Town business outside employee's scheduled work time on any mobile or personal computing device unless overtime has been approved.

Blogging/Vlogging/general commenting on any internet site or other outlet

a.
b. Blogging, vlogging, and otherwise general commenting on any internet site or other media outlet is prohibited while on duty or while using Town equipment.
c. Employees may also not attribute personal statements, opinions or beliefs to the Town of Edisto Beach when engaged in blogging. If an employee is expressing his or her beliefs and/or opinions in blogs, the employee may not, expressly or implicitly, represent themselves as an employee or representative of the Town of Edisto Beach. Employees assume any and all risk associated with blogging.
d. Apart from following all laws pertaining to the handling and disclosure of copyrighted or export controlled materials, the Town of Edisto Beach's trademarks, logos and any other Town of Edisto Beach intellectual property may also not be used in connection with any blogging activity.

Enforcement

Any employee found to have violated this policy may be subject to disciplinary action, up to and

including termination of employment.

Definitions

Blogging

Writing a blog. A blog (short for weblog) is a personal online journal that is frequently updated and intended for general public consumption.

Spam

Unauthorized and/or unsolicited electronic mass mailings.

SMOKING

Smoking, the use of tobacco products, and vaping are not permitted in Town buildings, Town vehicles and Town properties, unless in designated areas. As a general rule, smoking, the use of tobacco products and vaping will not be used when in attendance at any public outdoor meeting where attending in an official capacity

DRESS

Employees are to dress in an appropriate professional manner for their assigned job. If a uniform is provided, it must be worn as a complete set. The clothing and overall appearance of all employees must be compatible with the job assignment and in good taste. Appropriate dress includes appropriate undergarments and proper attention to personal hygiene. Generally, office workers should avoid extreme fashion in dress, i.e., clothing should not be higher than 4"above the knee.

Those employees issued uniforms, safety shoes, and other appropriate garments are required to wear them. It is the responsibility of each department head to prescribe appropriate attire for unusual work activities and for periods of extreme climatic conditions. Facial hair must be maintained in a manner that will not interfere with the proper seal of any self-contained breathing apparatus, respirator or mask. Hair must be maintained at a length or style that will ensure that it does not become caught or tangled in equipment with which the employee might come in contact.

The Town does not accept responsibility for replacement of uniform items which have been damaged through neglect or through other than normal wear and tear. It will be required that the items be replaced by the individual involved.

An employee's appearance reflects upon the reputation of the Town.

SAFETY

Establishment and maintenance of a safe work environment is the shared responsibility of the Town and all employees. The Town expects employees to do everything within their control to assure a safe environment and compliance with federal, state, and local safety regulations. Employees are expected to obey safety rules and to exercise caution in all their work activities. Employees must use required safety equipment and must abide by standard safety precautions. Employees must immediately report any unsafe condition to their supervisor. All employees are

expected to correct and report unsafe conditions as promptly as possible.

All accidents regardless of damage or injury must be reported to the appropriate supervisor immediately. Failure to immediately report accidents or injuries will result in disciplinary action. All accidents and injuries will require a drug test and or alcohol test within 24 hours. Such reports are necessary to comply with laws and initiate insurance and workers compensation procedures.

PROFESSIONAL DEVELOPMENT

The Town may provide employees with professional development opportunities that increase their skills and enhance their contributions to the organization. Providing professional development to our employees is an investment in their careers and the organization's future. Employees must request permission from their immediate supervisor for review and approval to attend and to receive reimbursement for a desired training and/or resource. The request must include applicable course of study, purpose, job relevance, cost, dates, times of coursework and the name of the institution or source of training. Upon satisfactory completion of the training and/or coursework, the employee must provide documentation to support completion and payment to receive reimbursement. As a matter of record, employees accepting the terms of this policy will be required to sign a written agreement to remain with the organization for two years from the date of the professional development reimbursement, with the exception of police training. If the employee terminates employment within that period, he or she will be required to pay a monthly prorated amount to the Town.

VEHICLE USE

The Town assigns Town vehicles to certain positions for the benefit and convenience of the Town. The assignment of vehicles is within the sole discretion of the Town. The Town may withdraw assignment at any time. SMOKING, USE OF TOBACCO PRODUCTS OR VAPING IN VEHICLES IS SUBJECT TO TERMINATION OF EMPLOYMENT.

The assignment of vehicles to positions and the use of such vehicles fall within the following three (3) categories:

CATEGORY I: Limited Use - Employees using a Town vehicle in this category are limited to travel to and from work and home of record with limited personal use. Personal use is limited to the employee's home of record town and must be within the Colleton, Charleston and North Charleston areas unless used for work related duties. Travel outside of the employee's home of record town is allowed only upon prior approval by the Department Head. Limited use is a privilege and can be discontinued at the discretion of the Town Council and will be reviewed annually. This category only applies to the police department.

CATEGORY II: Restricted - Employees in this category may drive a Town vehicle to and from work and home of record with not more than one intermediate stop (within reasonable limits) based on duty assignment. Positions included in this section are: (a) exempt Department Heads; and (b) non-emergency vehicles in the Fire Department.

CATEGORY III: <u>No Personal Use, Duty Use Only</u> - Employees using a Town vehicle in this category may be allowed a stop for a meal or break with the approval of the Department Head. Otherwise, the vehicles must be parked when not in duty use at a location determined by the Department Head. The employee may not drive this vehicle home, unless otherwise determined by the Department Head on a day-to-day basis. This category includes all other positions that are assigned vehicle use not covered in any previous category.

Those employees who are assigned vehicles shall be further guided by the following conditions:

- ✓ Only Town employees are allowed to drive Town vehicles. Town volunteers, Board or Commission members, may be considered as employees on a case-by-case basis, upon approval from the Town Administrator, regarding this policy.

- ✓ Assignment of equipment and vehicles can be changed at the supervisor's discretion. Nothing should be affixed to Town vehicles or equipment in any manner to personalize it.

- ✓ The operator of a Town vehicle must have in his possession a current and valid South Carolina Driver's License appropriate for the size and type of vehicle operated. The employee's supervisor or Department Head may request to see the license at any time.

- ✓ Seat Belts must be used when operating a Town vehicle.

- ✓ All traffic rules and regulations must be strictly obeyed. All Town vehicles will be operated within the limits of the law at all times. Operators are responsible for fines or damages resulting from their own negligence.

- ✓ Employees operating Town vehicles should take the shortest route to and from all jobs; utilize the most practical size vehicle to accomplish the work; and plan assignments in order to eliminate all unnecessary trips.

- ✓ Town vehicles must be kept clean at all times.

- ✓ Never leave the keys in an unattended vehicle or leave a vehicle unattended while running.

- ✓ Always use emergency brakes when parked.

- ✓ All vehicles are equipped with GPS units. Any attempt to disable said devices is subject to termination.

- ✓ Employees assigned Town vehicles are responsible for compliance with routine vehicle maintenance schedules. Any employee operating a Town vehicle must ensure that it is in

proper operating condition at all times. Any malfunctions must be reported immediately to the immediate supervisor who shall have the responsibility and authority to remove from service any vehicle deemed unsafe or inoperable. Employees must report accidents to their supervisor immediately and, when occurring on public rights of way, report to the applicable police jurisdiction.

- ✓ Employees involved in any accident whether damage to the vehicle occurs or not are subject to a drug and/or alcohol test.

- ✓ Employees should not transport family members in a Town vehicle without permission from the Department Head or Town Administrator. If approved, a waiver of liability must be signed by the passenger or parent of a dependent. *(Appendix 8)*

The Town of Edisto Beach annually requests a Driver's History check on all employees allowed to operate Town owned vehicles. The Town pays all required fees.

Employees who operate Town vehicles must report within 24 hours to their immediate supervisor if they lose their license or are charged with any moving violation either on or off the job. If that employee has been assigned a vehicle, they should not operate it if they have lost their license.

HAZARDOUS WEATHER AND OTHER EMERGENCY CONDITIONS

DECLARED CANCELLATION OF WORK DUE TO HAZARDOUS WEATHER OR OTHER EMERGENCY CONDITIONS:

1. The Town Administrator has the authority to excuse employees of the Town from reporting to work during hazardous weather or other emergency conditions.
2. Full-time employees whose work is canceled due to hazardous weather or other emergency conditions are compensated for the number of hours normally scheduled to be worked and at their regular rate of pay authorized as Administrative leave. Administrative Leave with pay is not considered hours worked for the purpose of calculating overtime pay.
3. Because the Town provides emergency and protective services to citizens, some departments must remain staffed and cannot have all employees excused from work following a declaration of hazardous weather or emergency conditions by Council.
4. It is the responsibility of each department Head to identify those employees whose presence is essential during hazardous weather or other emergency conditions and notify them of their respective responsibilities.
5. Employees who have been designated to report to work during hazardous weather or emergency conditions should come prepared to stay for an extended period of time (i.e., more than [1] day) at the appointed work site if necessary.
6. Employees who may already be at work during hazardous weather or emergency

conditions may be required to stay at the work site until other staff can be called in to provide relief.

7. Employees are required to provide supervisors with current telephone information so they may be contacted during hazardous weather or emergency conditions.
8. Exempt employees who work overtime during a declared emergency may be paid overtime.

NON-DECLARED HAZARDOUS WEATHER CONDITIONS:

1. In the absence of a declaration by the Town Council of hazardous weather or emergency conditions, all employees are expected to be at work during their normal schedule unless they receive prior approval from their supervisors for leave.
2. An employee who fails to report for work, arrives late or leaves early due to poor weather conditions, is not paid for the time off work unless the supervisor approves use of accrued annual leave or permits the employee to make up the time lost from work during the same pay period.
3. If unable to report to work due to weather conditions, employees are required to notify their supervisor within thirty (30) minutes of the start of the work shift unless there are extenuating circumstances.

WAGES AND HOURS OF WORK

WORK HOURS AND OVERTIME

Consistent and prompt work attendance is a primary work requirement and all employees are to observe their established hours of work. The Town's normal hours of business are from 8:00 A.M. to 4:30 P.M. However, some departments must operate outside the Town's normal hours of business, and schedules of employees of those departments may differ from the Town's normal hours. Each department is responsible for scheduling its employees to meet the needs of the Town. Employees may be required to work overtime.

If unable to arrive at work on time, or if an employee will be absent for an entire day, the employee must contact the supervisor as soon as possible. Voicemail and e-mail messages are not acceptable except in certain emergency circumstances. Excessive absenteeism or tardiness will result in discipline up to and including termination. Failure to show up or call in for a scheduled shift without prior approval may result in termination. If an employee fails to report to work or call in to inform the supervisor of the absence for 3 consecutive days or more, the employee will be considered to have voluntarily resigned employment.

Regular full-time employees who work during the Town's normal hours of business receive one unpaid meal break of 30 minutes. Breaks and meals for employees whose departments operate outside the Town's normal hours are set by those departments. All breaks are workload permitting.

Employees may not use break times and meal periods to report late or leave early. Break periods may not be combined with the meal period.

The Town automatically deducts the unpaid meal break from nonexempt hourly employees' time. During meal periods, employee must completely cease all work. Any nonexempt hourly employee whose meal break is interrupted by work must report the interruption so that the meal period may be compensated. If an employee discovers that he/she was not paid for an interrupted meal period or is instructed by any supervisor not to record unpaid meal periods, he must report it the Town Administrator.

OVERTIME AND COMPENSENTORY TIME

All employees not exempt from the overtime provisions of the Fair Labor Standards Act, except for police officers and fire fighters, are paid overtime for all hours actually worked in excess of forty hours in a workweek. In certain circumstances, the Town may elect to grant compensatory time in lieu of paying overtime.

Due to scheduling differences, some employees may normally work less than forty hours in a work week. Regardless of the number of hours that an employee normally works, overtime for non-exempt employees other than police and fire, is paid only for those hours actually worked in excess of forty hours. Holidays, sick leave, and annual leave are not considered time worked for the purposes of calculating overtime pay. If an employee is called in to work because of an emergency situation in a work week in which there is an official holiday, only the hours actually worked will be recognized when calculating overtime. (See Holiday section.)

Police Officers are on an 86-hour, two- week, pay period, and are paid overtime after they have actually worked over 86 hours in a two-week period.

Firefighters are paid overtime after the first 106 hours on a two-week pay period.
Employees who are exempt from overtime receive a salary that compensates them for all hours worked in the work week. Such employees do not receive overtime pay or accrue compensatory time off. The Town Administrator may, in his/her sole discretion, grant additional paid time off to exempt employees who have worked extraordinary amounts of time in excess of the normal schedule, but no exempt employee has a right to such additional paid time off, and the Town does not pay exempt employees for such awarded paid time off upon termination.

PAYMENT OF WAGES

Checks are issued every other Friday afternoon and are available at employee's work-stations or submitted for deposit via direct deposit into their bank account. Those utilizing direct deposit may not have funds immediately available as each financial institution handles direct deposits differently. Each paycheck includes earnings for all work performed through the end of the previous payroll period. In the event that a regularly scheduled payday falls on a holiday,

employees will receive pay on the last day of work before the regularly scheduled payday.

Employees should examine their paychecks/pay stubs immediately to ensure they have been properly paid for all hours and that no improper deductions have been made. Any payment errors must be reported to payroll within 14 days.

The Town deducts from employees' gross pay taxes and withholding required by the taxing authorities. The Town may also deduct from employees' pay the employee's share of any premiums or plan contributions for insurance, retirement, and similar plans that are elected by the employee. The Town may make other deductions as required by law or court order. The Town may also deduct rent for employees renting Town owned housing. The Town does not make unauthorized deductions and will reimburse employees if such deductions are made inadvertently.

Cash debts owed the Town of Edisto Beach, fringe benefits, uniforms, tools, equipment, vehicles, instruction manuals, keys, and other items belonging to the Town of Edisto Beach that were advanced or issued to any employee are considered advances of wages, the value of which may be deducted from the employee's final pay check(s) if not repaid or returned at the time of termination. By accepting or continuing employment, the employee authorizes these deductions. Acknowledgement of Receipt/Authorization for Deductions, Appendix 5.

TIMEKEEPING

Nonexempt employees are required to accurately record the time they begin and end their workday. They should also record the beginning and ending time of any split shift or departure from work for lunch and personal reasons.

Tampering, altering or falsifying time records, working without recording the time or recording time on another employee's time record is prohibited.

Nonexempt employees must not begin work more than 5 minutes prior to their scheduled starting time nor continue working more than 5 minutes after their scheduled stop time without express, prior authorization from their supervisor. Except in emergencies, all overtime work must receive the supervisor's prior authorization.

It is the employee's responsibility to certify the accuracy of all time recorded. All hours worked must be recorded, and all hours recorded must have been worked. The supervisor will review and then initial the time record before submitting it for payroll processing. Any changes in an employee's work schedule must be preapproved by his/her immediate supervisor. If an employee is absent from work and leave time is available, either sick or vacation, the employee must use his/her available leave time to achieve the required full-time work week. If there is no available leave time, either sick or vacation to apply to time out of the office, then the employee may report actual hours worked, short of the full-time work week.

EMERGENCY OVERTIME FOR EXEMPT EMPLOYEES

Due to certain situations, including but not limited to emergency or disaster events or conditions, the Town may find it necessary to solicit the services of exempt employees in times where all other resources have been called upon, or where specialized training or expertise is required. In these situations, exempt employees of the Town of Edisto Beach shall be paid for actual hours worked. The Town Administrator, as authorized by the Town Council, has the authority to promulgate procedures to implement such emergency actions. The policy, because of its limiting nature, will be implemented in very extraordinary circumstances. The policy will be activated and enacted when driven by the nature of certain events (disaster/emergency) and is not limited to natural disasters. These circumstances may include incidences specific only to the Town of Edisto Beach.

PERFORMANCE EVALUATIONS

The Town may periodically conduct oral or written evaluations of employees' performance. Employees must sign written evaluations. The employee's signature does not necessarily indicate agreement with the contents of the evaluation, only that he/she has been made aware of it. Employees may attach comments to their evaluations. While favorable performance evaluations may be a factor in determining wage increases, no employee is entitled to a wage increase because of a favorable evaluation.

HOLIDAYS

Town Council approves Holidays annually for all full-time, non-temporary employees of the Town of Edisto Beach. Generally, these holidays are recognized State holidays. During gubernatorial and Presidential election years, Town Hall will be closed on Election Day. The Town currently observes 15 holidays annually except gubernatorial and Presidential election years will add 1 extra day.

Council may add or deduct holidays annually.

For each paid holiday, each regular full-time employee receives a holiday allowance equal to 8 hours. If an employee works a holiday, the employee will be paid for hours worked and will be paid for 8 hours paid holiday.

A holiday falling on Saturday is generally observed the preceding Friday; a holiday falling on Sunday is generally observed on the following Monday.

If an employee is called in to work because of an emergency situation in a work week in which there is an official holiday, the holiday hours will not be recognized as hours worked when calculating overtime. The department Head with the approval of the Administrator may authorize over time in these emergency situations.

In order to receive holiday pay, employees must actually work the scheduled workdays immediately before and after a holiday or be on approved leave.

An employee already on approved sick leave or on annual leave when a holiday occurs receives holiday pay, and that day is not charged against his annual leave or sick leave.

LEAVE POLICIES

ANNUAL LEAVE

I. RATE OF ACCRUAL

All employees assigned to regular positions who have completed at least six months of satisfactory service accrue annual leave time according to the following schedule:

Accrual Rates - Hours per Month

2 Weeks Annual Leave	3 Weeks Annual Leave	4 Weeks Annual Leave	Department Shifts
8.83 hrs	13.25 hrs	17.67 hrs	24 hrs
7.17 hrs	10.75 hrs	14.33 hrs	12 hrs
6.67 hrs	10.00 hrs	13.33 hrs	8 hrs

A. Full-time employees with less than five (5 years of continuous service receive credit for the maximum (equivalent) of one-week annual leave at the satisfactory completion of their six (6) month introductory period. Thereafter, the employee accrues annual leave monthly based on the above schedule for the maximum (equivalent) earnings of two weeks annually.
B. Full-time employees with at least five (5) years, but less than ten (10) years of continuous service accrue annual leave monthly based on the above schedule for the maximum (equivalent) earnings of three weeks annually.
C. Full-time employees with ten (10) or more years of continuous service accrue leave monthly based on the above schedule with the maximum (equivalent) accrual of four weeks annually.
D. No part-time employee, temporary or seasonal employee shall accrue annual leave.
E. Employees on full-time leave without pay for more than ten (10) consecutive workdays do not accrue annual leave while in leave status.
F. An employee that changes his/her work schedule from one shift to another, different, distinct shift or to another department affecting his/her work schedule, may carry over his/her annual leave; however, a conversion will be applied to reflect accrued hours for the new department schedule. This conversion affects the employee an equivalent number of weeks of leave under his/her new work schedule as he/she accumulated under his/her previous work schedule.

II. USE OF ANNUAL LEAVE

A. Annual Leave may not be used or charged in units of less than one day unless approved by the Town Administrator.

B. No more than two (2) consecutive leave weeks can be taken at any one time, without permission.

C. All annual leave time must be approved in advance by the employee's department Head in writing and submitted to the Financial/Budget Analyst. Whenever possible, an employee wishing to take more than one day of annual leave time should request approval at least one week in advance.

D. If possible, employees should be allowed to take paid annual leave at times most convenient to them. However, in order to insure continued smooth operation and maintain a high level of quality in the delivery of services to the citizens of Edisto Beach, the Town reserves the right to limit the number of employees that may be absent from a given department or unit at any one time. When there is a conflict in the annual leave choices of two or more employees who cannot be spared at the same time, the Town will determine whose request takes priority.

E. When a paid holiday is observed by the Town during the period an employee is on paid annual leave, the employee receives only his/her regular holiday pay and that day is not charged against the employee's annual leave earnings.

F. The Town Administrator may make exceptions to D & E above, in his/her discretion.

III. CARRY-OVER AND PAYOUT OF ANNUAL LEAVE EARNINGS

Maximum One (1) Week Annual Leave Carry Over

Dept. Schedule	Max. Carry Over
24 hr. Shift	53 hrs.
12 hr. Shift	43 hrs.
8 hr. Shift	40 hrs.

A. While an employee's additional accrued leave during a given calendar year may cause the total accumulated leave to exceed the maximum allowed carry over during that year, the employee may only carry over at the end of that year a maximum annual leave balance no greater than his/her annual leave balance as of December 31, 1998, or the above schedule, whichever is greater. It is the employee's responsibility to schedule leave time in accordance with the policies defined herein so as to avoid loss of leave time due to excess accumulation.

B. An employee is allowed to cash out one (1) week of accrued annual leave per calendar year during the month of December, with Town Administrator approval and is budget dependent.

C. Accrued, unused annual leave will be paid at termination only if the employee is

terminated or resigns for non-disciplinary reasons. Employees who resign must give and actually work a two-week notice of resignation to receive payment for accrued, unused annual leave. Any leave taken within the two-week notice period will not be paid. The notice may be waived by the Administrator or Town Council.

SICK LEAVE

I. RATE OF ACCRUAL

Employee's Work Schedule in hours per day	Sick Leave Earned per month in hours
24 hr. Shift	11.91 hours
12 hr. Shift	8.6 hours
8 hr. Shift	8 hours

All regular full-time employees accrue credits for paid sick leave at an accrual rate listed above per month. Employees who are on leave without pay do not accrue sick leave credits.

An employee who changes his/her work schedule from one shift to another, different, distinct shift or to another department affecting his work schedule, may carry over his/her sick leave; however, a conversion will be applied to reflect accrued hours for the new department schedule.

II. USE OF SICK LEAVE

A. Sick leave is charged in units of whole hours.
B. Sick leave may be paid when an employee is unable to work due to personal illness or injury, or when the employee's presence may endanger the health of fellow workers.
C. Sick leave may be taken for personal medical and dental appointments.
D. Sick leave may be used to cover absences made necessary by illness in an employee's immediate family, up to a maximum of 5 days per year. Immediate family for this policy includes dependent children, spouse, legal guardianships or parents. Use of sick leave for family residing outside the household requires Department Head and Town Administrator prior approval and cannot exceed 40 hours per year.
E. When a paid holiday occurs during the period an employee is on sick leave with pay, the employee shall receive only his/her regular pay and that day shall not be charged against his/her sick leave earnings.
F. Use of sick leave immediately before or after a holiday must be documented by a doctor's excuse or Department Head approval.

G. Sick leave may not be used as a substitute for annual leave or to "layout from work". In addition, sick leave may not be used during the 2- week notice period at the time of a voluntary resignation.
H. Employees may be required to submit a physician's statement of disability before being eligible for sick leave payment, including when absent for prolonged periods of time or if the employee has been counseled for excessive use of sick leave.
I. Employees may be required to provide certification from their physician that they are able to return to work.

III. PAYMENT OF SICK LEAVE

1. In order to be eligible for sick leave with pay an employee must:
    1. Report to his/her supervisor thirty (30) minutes prior to the scheduled starting time and state the reason for the absence. An employee who fails to notify his/her supervisor may not be paid for the day(s) taken prior to notification. Text or email is not sufficient notification. The employee must receive a response from the supervisor or speak directly with the supervisor to ensure he/she is aware of the notification.
    2. If the absence extends beyond one day, the employee must keep his/her supervisor advised as to his/her condition and anticipated date of return.
    3. Submit a statement from the attending physicians as to the nature and duration of the illness, if requested by immediate supervisor or Town Administrator.

2. The maximum unused sick leave which may be carried over from one calendar year to the next is:

Employees Work Schedule <u>in hours per day</u>	Sick Leave Earned <u>in hours</u>
24 hr. Shift	732 hours
12 hr. Shift	559 hours
8 hr. Shift	520 hours

3. <u>No employee may be reimbursed for unused accrued sick leave at termination.</u>

PHYSICAL DISABILITY AND PERSONAL LEAVE

1. An employee who has completed his initial introductory (and any extension thereof) may request a leave of absence for up to 30 days when unable to work because of sickness, pregnancy, or injury on or off the job. Such an employee may also apply for leave of absence for personal reasons. Personal leaves are granted only at the discretion of the Administrator upon recommendation by the employee's department Head. Employees still in their introductory periods who are absent for more than five

consecutive scheduled workdays because of any physical disability are generally terminated but are eligible for rehire. The circumstances of any employee situation will be evaluated prior to any decision to terminate their employment due to their inability to work.

2. Employees are requested to apply for leaves of absence as far in advance of need as is possible, but an employee may be placed on leave status without application when the circumstances warrant such action.
3. Physical disability leave begins on the first day of absence.
4. After the employee has exhausted his/her annual and/or sick leave, as a general rule, an employee on leave of absence is not entitled to wages or fringe benefits and does not accrue fringe benefits. Certain exceptions may be established by law.
5. Employees on leave of absence may not engage in other employment.
6. Employees desiring to return to work from an unpaid leave of absence should notify the Administrator in writing at least ten (10) days prior to their desired date of return. If the Town finds that the employee is fit to resume his/her duties, the employee may be recalled to his/her former job if a vacancy exists which is to be filled. If no such vacancy exists, the employee may be recalled to any job in which there is a vacancy which is to be filled and for which he/she is qualified. The pay scale will be commensurate with the final assignment of the employee. If no such vacancy exists at the time the employee desires to return to work, the employee's leave of absence may be continued. Any employee who has not been reinstated within 12 weeks following the commencement of a leave of absence will generally be terminated. The circumstances of any employee situation will be evaluated prior to any decision to terminate their employment due to their inability to work. This action does not affect the employee's eligibility to be considered for hire as a new employee at some future time.

BEREAVEMENT LEAVE

In case of death in an employee's immediate family, an employee will be paid for up to three consecutive days of time actually lost from straight time scheduled work with the authorization of the department Head. This is based on an 8-hour day or 24 hours of bereavement leave. Time will not be charged against the employee's sick or annual leave credits. For purposes of this policy, immediate family is defined as parent, child, spouse, brother, sister, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandson or granddaughter.

The immediate family will be considered to include step-parents, step-children, step-brothers and step-sisters only when the employee and the deceased have lived together regularly in the same household at or prior to the time of death. The Town may require proof of attendance at the funeral.

The Town Administrator may approve exceptions to this definition of immediate family members. The Town Administrator may approve one day of leave with pay for other than immediate family members.

MILITARY LEAVE

Employees are entitled to such leave of absence and reinstatement upon return from leave of absence for military service (including Reserve and National Guard duty) as may be provided by applicable state and federal law. The provisions of such laws change from time to time and for that reason no effort is made to set forth the law in this policy.

CIVIL LEAVE (JURY DUTY)

An employee will be paid for wages lost from scheduled straight time work due to jury duty service up to a maximum of eighty (80) hours per calendar year.

To qualify for the payment an employee called for jury service must:

1. Give his/her supervisor notice of such service within two work-days of the time the employee is called for such service.
2. Report for work if released by the court on any day of jury service.
3. Submit a written statement from the court indicating the days of jury service and the time released each day.
4. Remit jury pay to the Town.

OFFICIAL COURT ATTENDANCE

Employees subpoenaed or ordered to attend court to appear as a witness and testify in an official capacity on behalf of the Town are entitled to be paid for wages lost from scheduled straight time work due to appearance as a witness. Employees engaged in private litigation may request annual leave or leave without pay. Employees who testify on behalf of the Town must report for duty if released before noon of any day.

BENEFITS

The Town currently offers a competitive benefits package. The terms of the Town's benefits plans are subject to change, and the Town is not responsible for any changes in or elimination of benefits or benefit plans. Please see the Municipal Clerk for specific information on the Town's benefit plans.

DEFERRED COMPENSATION MATCHING FUNDS

Matching Funds Employee 401K or 457 Deferred Compensation Plan

The S.C. Deferred Compensation Programs provide that employees can save for retirement using pre-tax dollars. The account's interest, earnings, and contributions are all tax deferred. Employees have a wide variety of investment options from which to choose. The maximum that an employee can contribute is governed by statute. Additionally, there are catch-up provisions for employees 50 years and older.

Details for this program may be obtained from Payroll.

DEPARTMENTAL OPERATING AND PROCEDURE POLICIES

Department Heads may issue departmental operating procedure policies, provided such policies are not less restrictive than, nor in conflict with this policy. The Town must approve departmental policies or standard operating procedures/guidelines. Current copies of all departmental policies are filed with the Town Administration office.

TRAVEL AND SUBSISTENCE

All employees of the Town of Edisto Beach are expected to show proper regard for economy in incurring travel and related expenses. The spouse of family members may accompany an employee on an official trip, if their presence does not detract from the performance of duty, but no expenses attributed to them will be borne by the Town. Travel should be evaluated to limit travel where one person can attend and share knowledge with others not in attendance.

Attendance at seminars, conferences, conventions, Town sponsored or supported trips and other training is offered as a means of improving one's job performance and professional development.

Department Heads must approve in advance of all travel for employees within their department. Travel of Department Heads must be approved in advance by the Town Administrator or, in his/her absence, the Assistant Town Administrator. Council requests for travel should have Mayor approval prior to travel. The request for travel should include all anticipated costs and benefit to the Town. The approval authority is to use reasonable judgment and be fiscally responsible when approving the travel request. A travel request form must be completed in advance for all overnight out of town travel.

Employees are to complete an "Expense Reimbursement Form" within five days following the return date when requesting reimbursement for mileage, subsistence, or other expenses. Reimbursement does not include dry cleaning or laundry services, toiletries, cable movies, alcoholic beverages or any other miscellaneous personal expenses. Valet parking may be utilized but the employee is responsible for the difference between regular parking and valet parking. Proper itemized receipts for all monies expended must be attached to a copy of credit card purchases. Failure to submit the itemized information per required procedure may result in denied reimbursement/payment and considered a personal debt that may be deducted from wages within 30 days.

Council members must complete an "Expense Reimbursement Form" within five days following the return date. Council Members are subject to Section 2-31 of the Code of Ordinances for reimbursement.

In some circumstances, with the approval of the Town Administrator, funds may be advanced to an employee to cover anticipated meal expenses. In all cases, the unexpended funds must be returned along with the Expense Reimbursement Form.

Town vehicles assigned to departments and pool cars are to be utilized whenever available upon approval of the Department Head. Upon proper authorization, employees utilizing private vehicles will be reimbursed mileage expense based on a rate indexed to the previous fiscal year's IRS allowance for mileage. Use of the Town vehicle or carpooling is recommended.

Mileage is only paid for travel authorized for official business.

Departure for one-day business related trips within the state will normally commence the same day and will not involve overnight travel. Exceptions may be approved in advance by the Town Administrator.

Employees are expected to depart as soon as practical after the conclusion of their official business, except that no employee is expected to depart when such departure will result in travel after 11:00 p.m.

As a policy, work time spent in travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus or automobile is not considered time worked.
The following schedule establishes the maximum amount of subsistence for meals (including tips) which may be reimbursed.

I. Subsistence for Meals and Time Schedule

Allowance for breakfast	$15.00
Allowance for lunch	$20.00
Allowance for dinner	$30.00

Maximum daily allowance $65.00.

Breakfast allowance shall apply if departure is prior to 8 a.m.
Lunch allowance shall apply from 11:00 a.m. to 2:00 p.m.
Dinner allowance shall apply after 5:00 p.m.

(Alcoholic beverages may not be included in any meal allowance and are never reimbursed.)

Generally, lunch will not be reimbursed unless all day or overnight travel is involved.

Additional meal expenses that are pre-determined by a scheduled business meeting may be

paid as a per diem in full if not covered in a registration fee.

All requests for reimbursement require a receipt for each expense; however, the Department Head may authorize a reimbursable expenditure without a receipt with a signed affidavit from the employee stating the itemized expenses are true and correct. The Town Administrator will review these exceptions.

Reimbursement forms for payment pertaining to entertainment of persons involved in Town projects or activities will list the people entertained, the type of entertainment and the specific purpose of the event. See *Appendix 6 and 7.*

DISCIPLINARY ACTION

As is the case with all organizations, instances arise when an employee must be disciplined. The discipline that may be imposed includes but is not limited to oral reprimand, written warning, probation, reduction of leave balances, suspension without pay, demotion, and discharge. In addition, the Town may procedurally suspend an employee pending investigation to determine if disciplinary action is appropriate. If the Town determines an unpaid suspension is appropriate discipline, exempt employees will be suspended in full-day increments; non-exempt employees will be suspended in partial or full-day increments. In addition, the Town may impose a combination of disciplinary measures. **The discipline imposed in any particular situation is at the sole discretion of the Town. Nothing in any of the Town's policies or by virtue of any past practice of the Town requires the Town to follow any particular course of discipline.** Supervisors and department Heads must submit terminations to the Town Administrator for review.

Employees must sign counseling memoranda, policy statements, performance evaluations, and other similar documents. The employee's signature does not necessarily indicate agreement with the contents of the document, only that he has been notified of the contents of the document. Employees may attach their comments to the document. If an employee refuses to sign the document, he will be relieved of duty without pay. If he does not sign the document by 5:00 p.m. at the end of his next scheduled workday, he will be presumed to have resigned.

It is not possible to list all acts and omissions which may result in disciplinary action. The disciplinary action that is appropriate for any particular misconduct is at the sole discretion of the Town. The following are merely examples of some of the more obvious types of misconduct which may result in disciplinary action, up to and including discharge. **THE TOWN RESERVES THE RIGHT TO TREAT EACH EMPLOYEE INDIVIDUALLY WITHOUT REGARD FOR THE WAY IT HAS TREATED OTHER EMPLOYEES AND WITHOUT REGARD TO THE WAY IT HAS HANDLED SIMILAR SITUATIONS.**

1. Failure or refusal to follow oral or written instructions.
2. Inefficiency or lack of application in the performance of duties; incompetence.
3. Careless, negligent or improper use of Town property or equipment.

4. Thoughtless conduct which endangers others or results in property damage.
5. Failure to maintain satisfactory or harmonious working relationships with public or fellow employees.
6. Unauthorized absence or tardiness or a pattern of absenteeism or tardiness.
7. Neglect or carelessness.
8. Engaging in non-work activities while on duty.
9. Creating or contributing to unsanitary conditions.
10. Engaging in horseplay; threatening, coercing or intimidating fellow employees, including "joking" threats.
11. Introduction, possession, or use of illegal or unauthorized prescription drugs or intoxicating beverages on Town property or while on duty anywhere; working while under the influence of illegal drugs or intoxicants; off-the-job illegal use or possession of drugs. For purposes of this policy, an employee is "under the influence" if he/she has any detectable amount of such substance in his/her system.
12. Conviction of or plea of guilty or no contest to a charge of theft, violation of drug laws, sexual misconduct, offense involving moral turpitude or offense which affects the Town's reputation or which reasonably could create concern on the part of fellow employees or the community. Employees who are arrested may be relieved of duty pending the Town's determination on continued employment.
13. Violation of safety rules; neglect or unsafe practices.
14. Sleeping or giving the appearance of sleeping while on duty.
15. Gambling on Town property.
16. Failure to report personal injury or property damage promptly or within 24 hours.
17. Improper use of sick leave.
18. Failure to provide information, falsification of records, or misrepresentation of material information for any purpose.
19. Unauthorized or improper use or disclosure of records, documents or information.
20. Unauthorized possession or removal, misappropriation, misuse, destruction, theft or conversion of Town property or the property of others.
21. Damage or destruction to equipment or property belonging to the Town or fellow workers.
22. Insubordination, including disrespect for authority or perpetuating an atmosphere of disrespect. Failing to follow the chain of command.
23. Dishonesty.
24. An employee found guilty of being the aggressor in a fight on Town property or while on duty.
25. Lack of good judgment.
26. Possession of firearms on Town property unless authorized by the Town.
27. Violation of or failure to follow any Town policy.
28. Any other reason that in the Town's sole determination warrants discipline.

EMPLOYMENT TERMINATION

Terminations are an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

RESIGNATION - Employment termination initiated by an employee who chooses to leave the Town voluntarily. For employees to resign in good standing, they must give a two-week written notice to the employee's supervisor (such notice may be waived by the Town) and properly work at least two (2) weeks. A properly worked two week period shall mean that no annual leave will be taken during this time and that if any sick time is taken, the two week notice period will be extended in the amount of time equal to the sick time taken. Failure to do so will result in the loss of any accrued benefits such as vacation or holiday pay.

DISMISSALS - Dismissals are discharges or separations made for such reasons as delinquency, misconduct, inefficiency, or inability to perform the work of the position satisfactorily, or because the Town, in its discretion, has simply decided to terminate the at-will employment of an employee. A Department Head must review all proposed dismissals with the Town Administrator but may relieve the employee of duty subject to the review. All involuntary terminations are subject to approval by the Administrator.

RETIREMENT - Voluntary retirement from active employment status initiated by the employee. Employees desiring to retire should notify their supervisor as far in advance as possible.

LOSS OF JOB REQUIREMENT – Employees whose jobs require certification or licensure are responsible for maintaining required certifications and licenses. Employees must immediately report the loss of any license or certification.

The Town schedules exit interviews for terminating employees. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, return of equipment, etc. Suggestions, complaints, and questions can also be voiced.

NEUTRAL REFERENCE

Only the Town Administrator or Human Resources staff will be authorized to provide job references or employment-related information regarding current or former employees. Such inquiries must immediately be directed to one of these individuals. Violation of this policy may result in disciplinary action up to and including termination.

The Town's general policy is to verify only neutral references in response to inquiries by prospective employers seeking information about current or former employees. This means the Town normally will verify to prospective employers only the following information: the beginning and ending dates of employment, position(s) held and with written authorization, confirmation of a former employee's compensation rate or range at termination.

Special Note: This policy is not intended to prohibit Town employees who are listed as personal references on an application form from responding to inquiries from prospective employers, provided the Town employee who is asked to provide the reference did not/does not supervise, directly or indirectly, the current or former Town employee who is the subject of the reference.

DRUG FREE WORKPLACE

All employees of the Town are prohibited from swallowing, inhaling, injecting, dealing in, or otherwise using, illegal drugs and substances (such as marijuana, cocaine, LSD, heroin, meth, etc.). Further, this prohibition applies to the misuse, abuse or any unlawful use or possession of otherwise legal drugs. These prohibitions apply to use at any time, both on the job and off the job. Town employees are, of course, permitted to possess any substance when required by their jobs or for the purpose of lawful delivery to another person.

Similarly, employees are prohibited from reporting to work, using or being anywhere on Town property while under the influence of alcohol, illegal drugs or improperly used controlled substances. For purposes of this policy, "under the influence" means having any detectable amount of any such substance in the employee's system. Employees who are informed by their healthcare provider or pharmacist that a drug they are using may impair their ability to safely perform work must report that to their supervisors. The Town will determine whether an employee may continue to work.

The Town may test employees for drug or alcohol use in violation of this policy any time the Town has reasonable suspicion of a violation of the policy.

Notice to Employer, State and Federal Grantor/Contracting Agencies and Law Enforcement Authorities

As a condition of employment, employees agree to notify the Town within five calendar days after any criminal conviction for the workplace manufacture, distribution, dispensation, possession or use of illegal drugs and prescription drugs not prescribed for the individual employee's use. As required by the state and federal drug free workplace acts, the Town will notify within ten days all state and federal grantors/contracting agencies of such employee convictions. "Conviction" means a finding of guilt, imposition of a sentence, a plea of no contest or a plea of guilty.

The Town will notify law enforcement authorities whenever illegal drugs are found in the workplace.

SUBSTANCE ABUSE AND TESTING

It is well-recognized that substance abuse has a harmful effect on public health and safety, on the welfare of employees, on morale, and on productivity. Furthermore, it is the policy of the Town of Edisto Beach to comply with the Drug Free Workplace Act, to comply with applicable federal regulations, to establish and maintain alcohol and drug-free workplaces, and to prohibit the unauthorized or unlawful manufacture, distribution, dispensation, possession, and the use of controlled substances on or off the job.

For these reasons, the Town adopts the following policy:

1. **GENERAL RULE**

   All Town employees are prohibited from swallowing, inhaling, injecting, dealing in, or otherwise using illegal drugs and substances (such as marijuana, cocaine, LSD, heroin, etc.). Further, this prohibition applies to the misuse, abuse, or any unlawful use or possession of otherwise legal drugs. This prohibition applies to use at any time, both on the job and off the job. Town employees are permitted to possess any substance when required by their jobs or for the purpose of lawful delivery to another person.

   All Town employees are prohibited from using or possessing alcoholic beverages on Town premises while on Town time. (The term "Town premises or time" includes: Town vehicles and private vehicles on Town premises; parking lots and recreation areas; and any circumstances in which an employee is working for the Town, such as attending off-premises business meetings or conferences. Employees are not prohibited, however, from having unopened containers of alcoholic beverages in their personal vehicles.) Moderate alcohol use is acceptable at designated social or business functions.

   All Town employees are prohibited from reporting to or being at work while under the influence of alcohol. **(An employee is considered to be "under the influence of alcohol" if he has <u>any</u> detectable amount of alcohol in his system.)** An employee taking prescribed medication which might affect his ability to perform his job is required to advise his supervisor. The Town will determine whether the employee may continue to work. Employees may be required to submit to a drug screen.

   These prohibitions also apply to leased employees and contractors employed by the Town or working on Town property.

2. **APPLICANTS FOR EMPLOYMENT**

   Applicants tentatively selected for employment must undergo a pre-employment drug test. The Town does not hire applicants tentatively selected for employment who refuse to submit to a drug test or who test positive for use of illegal or unauthorized substances or the illegal use of authorized substances. An applicant who is rejected under this policy may be considered for future vacancies if he can demonstrate that he is no longer a user of any

such substances. For example, the applicant may successfully complete a drug abuse treatment program and pass a more thorough drug test conducted at the applicant's expense. (This may include participation in and successful completion of a rehabilitation program as well as a negative drug test result on a more thorough drug test.)

3. CURRENT EMPLOYEES

A. Drug Testing

All Town employees and volunteer firefighters are subject to drug testing by saliva, urinalysis or other generally recognized means where "particularized suspicion" of drug use in violation of this policy exists or under other lawful conditions.

1. Particularized suspicion is deemed to exist when:
    a. Information that an employee has used drugs or substances in violation of this policy is provided by a reliable informant.
    b. An accident occurs: "accident" is defined as:
        (1) an accident involving a fatality;
        (2) an accident causing personal injury; or
        (3) an accident involving property damage.

[NOTE: DOT regulated employees are subject to special rules for post-accident testing and will be tested following an accident in accordance with DOT regulations.]

    c. An employee exhibits any of the following:
        (1) extreme mood swings;
        (2) slurred speech;
        (3) unusual clumsiness;
        (4) staggering;
        (5) dilation of pupils;
        (6) sleeping on the job or lethargy;
        (7) excessive unexplained sweating;
        (8) other aberrational behavior; or
        (9) an employee has been arrested for violation of drug laws.

B. Alcohol Testing

All employees and volunteer firefighters are subject to alcohol testing where "particularized suspicion" of alcohol use in violation of this policy exists.

1. Particularized suspicion is deemed to exist when:
    a. information that an employee has used or possessed alcohol in violation of this policy is provided by a reliable informant;
    b. an accident occurs due to the apparent fault of an employee. "An accident" is defined in the same manner as it is in section (3)(A)(1)(b) of this policy.

c. an employee exhibits behavior consistent with alcohol use such as but not limited to:
    (1) erratic behavior (mood swings, slurred speech, staggering, bloodshot eyes, sleeping on the job or lethargy, excessive unexplained sweating, etc.);
    (2) the apparent odor of an alcoholic beverage on an employee's breath;
    (3) other aberrational behavior such as but not limited to excessive absenteeism or tardiness, significant deterioration in job performance, repeated errors or rules violations, etc.
d. an employee has admitted violating the Town's alcohol policy;
e. an employee is arrested for or convicted of an alcohol related offense;
f. an employee has tested positive for alcohol in violation of this policy within the past five years.

C. Particularized suspicion testing is conducted upon the approval of the Administrator or his designee.

D. All sworn police officers, employees who are required by their jobs to possess a Commercial Driver's License or employees whose jobs the Town regards as "safety-sensitive" are subject to random testing to determine compliance with this policy. A list of safety sensitive positions is attached as Appendix 3. Random selection testing is unannounced.

E. Employees may be tested for the use of controlled substances as part of any "fitness for duty" physical examination mandated by federal/state law or by the Town, or as otherwise allowed by law.

F. Employees who refuse to submit to an alcohol or drug test when ordered to do so or who adulterate or substitute test samples are in violation of this policy and subject to disciplinary action, up to and including discharge. Refusal to test includes failure to appear for a test, failure to remain until testing is complete, failure to provide an adequate amount of saliva or breath, failure to undergo a medical examination to evaluate your ability to provide an adequate breath specimen, or failure to sign a required certification form.

4. TESTING PROCEDURE

A. Drug testing

1) Drug testing will be by saliva, urinalysis, hair follicle or any other recognized method.
2) The collection of urine samples is performed under reasonable and sanitary conditions.
3) Urine is normally collected under conditions of semi-privacy – that is, a

person of the same gender will be in a position to observe obvious attempts to substitute or adulterate a urine sample. Collection of the urine sample may be directly observed by a person of the same gender, however, where the person supervising the collection believes an employee has tampered with an earlier urine sample or the employee has previously admitted or been proved to have used drugs in violation of this rule.

4) Samples are sealed, labeled, and documented in accordance with the procedure of the drug testing collector or laboratory. Tests performed pursuant to DOT regulations will follow the procedures required by those regulations. Labeling, storage, and transportation of samples are performed so as reasonably to preclude the probability of erroneous identification, sample contamination, or sample adulteration.
5) Specimens are checked for at least the following six drugs:
   a. Marijuana (THC)
   b. Cocaïne
   c. Opiates
   d. Amphetamines
   e. Phencyclidine
   f. Barbiturates

[NOTE: Tests performed pursuant to DOT regulations check for only those substances mandated by the DOT regulations.]

6) Applicants and employees are provided an opportunity to provide any information which they consider relevant to the test, including identification of currently used prescription or nonprescription drugs, or other relevant information.
7) When samples which initially result in a positive finding for drug and or alcohol use, applicant or employee will be transported to an off-site testing facility for confirmatory testing. The employee must authorize the Town to receive the results. Failure to authorize access may lead to termination. The off-site testing facility will contact the Town with the confirmatory results.

B. Alcohol Testing

1) A non-evidential screening device may be utilized to initially determine compliance with this policy. If the screening device indicates the presence of alcohol, or if the results of the screening device are deemed questionable by the Town, then a confirmatory test is conducted utilizing an EBT (evidential breath testing) device or blood test. The Town uses only DOT approved non-evidential screening devices and DOT approved evidential breath testing (EBT) devices for DOT-mandated alcohol testing. The Town reserves the right to utilize blood testing for non-DOT alcohol tests.
2) Employees will have an opportunity to provide any information which they consider to be relevant to the test.

3) The EBT confirmatory test is conducted by an individual properly certified to use the equipment. (In situations involving DOT regulated employees, the EBT operator should be properly certified in accordance with applicable DOT regulations.)
4) A confirmatory test result generated through the use of an EBT or blood test which indicates a presence of alcohol in violation of this inclusive for purposes of this policy.

5. NOTICE TO EMPLOYEES

The Town attempts to distribute to all employees a copy of this policy. Additional copies of this policy are available upon request. By continuing to work, the employee agrees to abide by the policy as a condition of employment.

6. NOTICE TO EMPLOYER, STATE AND FEDERAL GRANTOR/CONTRACTING AGENCIES, AND LAW ENFORCEMENT AUTHORITIES

A. As a condition of employment, employees agree to notify the Town within five calendar days after any criminal conviction for the workplace manufacture, distribution, dispensation, possession, or use of illegal drugs and prescription drugs not prescribed for the individual employee's use. The Town will notify all state and federal grantors/contracting agencies of such employee convictions as required by the state and federal Drug Free Workplace Acts. "Conviction" means a finding of guilt, imposition of a sentence, a plea of no contest, or a plea of guilty.
B. The Town will notify law enforcement authorities whenever illegal drugs are found in the workplace.

7. CONSEQUENCES OF VIOLATING THIS POLICY

A. Employees who violate this policy are subject to immediate termination of employment.
B. The Town, in lieu of terminating an employee, may condition the continued or future employment of an employee who tests positive for or admits to the use of illegal drugs, upon the successful completion of an alcohol or drug counseling/rehabilitation program.
C. If the Town, after considering all of the relevant circumstances, agrees to allow an employee who is found to be in violation of this policy to continue as an employee, the employee's continued employment will be subject to the following:

1) Referral of the employee for alcohol or drug abuse counseling;
2) Retesting the employee for alcohol or controlled substances before allowing the employee to return to duty;
3) Requiring the employee to authorize any rehabilitation facility to report periodically to the Town during the course of treatment/counseling;
4) Placing the employee on probation for at least six months following the

employee's return to duty; and

5) Requiring the employee to submit to unannounced follow-up alcohol and/or drug testing for a period of up to five years.

D. An employee whose continued or future employment is conditioned upon the successful completion of a counseling or rehabilitation program and who refuses or fails to participate in a single counseling or treatment session is in violation of this policy and subject to immediate termination.

E. An employee whose return to duty test sample does not indicate that the employee has discontinued illegal use of drugs or indicates that the employee is in violation of this policy is subject to immediate termination.

8. COMING FORWARD WITH SUBSTANCE ABUSE PROBLEMS

A. Employees, other than sworn law enforcement officers, who have substance abuse problems and report them to the Town before being selected for testing, the occurrence of an event which normally would result in testing, in the Town's sole discretion may be upon the first violation be subject to Part 7 (E) of this policy in lieu of termination.

B. An employee who admits to a violation of this policy or tests positive for drugs in violation of this policy, but seeks counseling and remains an employee of the Town, is subject to immediate termination if he again either tests positive for drugs/alcohol or is otherwise found to be in violation of this policy.

9. CONFIDENTIALITY

Any alcohol or drug test results or information supplied by employees and applicants as part of the Town's alcohol and drug testing program are kept as confidential as possible, consistent with the purposes of this policy.

10. TESTING COSTS

The Town is responsible for the costs of all drug tests to which the Town requires an employee to submit. However, an employee subject to unannounced follow-up testing pursuant to Part 7(C) is solely responsible for the cost of all follow-up tests.

11. NOTIFICATION OF TEST RESULTS

A. Applicants are notified of the results of a pre-employment drug test, provided the applicant requests the results within 60 days of being notified of the disposition of the employment application.

B. Employees are notified of the results (including the drug(s) discovered) of all positive drug tests.

12. EMPLOYEE ASSISTANCE PROGRAM/DRUG FREE AWARENESS

The Town has also made available to its employees an Employee Assistance Program. The program provides employees with professional help for problems such as alcohol and drug abuse, emotional stress, money management difficulties and unpleasant family situations. The Town's Employee Assistance Program is coordinated through the Town Administrator. Information about the Employee Assistance Program is available through the Town Administrator.

For more information on where to obtain treatment or assistance for drug or alcohol problems, please contact your health care provider, South Carolina Public Employee Benefit Authority at https://www.peba.sc.gov/insurance.html. These organizations are most helpful, as are Alcoholics Anonymous (AA) and Narcotics Anonymous (NA), in identifying sources for treatment and assistance. Set forth below is a list of organizations that may provide information or referrals.

1. National Clearinghouse on Alcohol and Drug Information
   1-800-729-6686

2. National Council on Alcoholism
   1-800-622-2255

Periodically, the Town may make available to employees' information regarding substance abuse. All employees are encouraged to attend such programs and to review any material supplied. Some employees may be required to attend such programs or to review such material.

APPENDIX 1.-SEAT BELT POLICY

SEAT BELT POLICY

To be in compliance with South Carolina State Law, seat belts are required to be worn at all times.

I, _____, an employee with the Town of Edisto Beach, do understand that while I am driving a Town owned vehicle I must wear my seat belt at all times.

An exception will be made for those employees with the Water Department that while you are engaged in reading water meters seat belts are optional while going from house to house. Seat belts must be worn at all other times.

_____

Employee Signature Date

APPENDIX 2. -DISTRACTED DRIVING POLICY

In order to increase employee safety and eliminate unnecessary risks behind the wheel, the Town of Edisto Beach has enacted a Distracted Driving Policy, effective August 9, 2012. We are committed to ending distracted driving, and have created the following rules, which apply to any employee operating a Town vehicle or using a Town-issued cell phone while operating a personal vehicle:

- Town employees may not use a hand-held cell phone, PDA or other electronic device while operating a vehicle.

- If Town employees need to use their phones or devices , they must pull over safely to the side of the road or another safe location.

Town of Edisto Beach Distracted Driving Policy

I acknowledge that I have received a written copy of the Distracted Driving Policy, that I fully understand the terms of this policy, that I agree to abide by these terms, and that I am willing to accept the consequences of failing to follow the policy.

_____ _____

Employee Signature Date

_____

Printed Name

APPENDIX 3. SAFETY-SENSITIVE POSITIONS SUBJECT TO RANDOM DRUG TESTING

Individuals whose position requires them to hold a Commercial Driver's License (CDL)

Sworn Law Enforcement Officers

Fire Suppression Personnel

Waste-Water Treatment Operators

APPENDIX 4.-HARASSMENT REPORT

Name of complainant _____

Date of Report _____ Date and Time of Incident(s)_____

Name or description of person who engaged in harassment:

_____

_____

What happened (Be as detailed as possible, use additional paper as necessary)

_____

_____

_____

Names of Witnesses:

_____

_____

Names of people who say that the same person harassed them at another time:

_____

If harassment is found to have occurred, what action do you want to have taken?

_____

_____

_____

If your complaint comes down to your word against that of the person who you say harassed you, would you be willing to take a polygraph exam?_____
Yes or No.

Date_____Signature_____
The above is true, correct and complete to the best of my knowledge.

APPENDIX 5 -ACKNOWLEDGEMENT OF RECEIPT/AUTHORIZATION FOR DEDUCTIONS

I _____acknowledge receipt of _____ which is valued at _____for use in my job for the Town of Edisto Beach. I understand that I must properly care for and maintain the equipment I have been given and return it promptly upon request. I further understand that if the equipment is damaged or lost due to improper care or maintenance by me, that I may be required to pay for the cost of a replacement. Finally, I authorize a deduction of _____ from my pay if I fail to return the equipment promptly when requested or if due to my conduct it is lost or damaged beyond repair.

Date: _____

Employee Signature: _____

APPENDIX 6- EXPENSE REIMBURSEMENT FORM

Town of Edisto Beach
2414 Murray Street
Edisto Beach, SC 29438

EXPENSE REIMBURSEMENT FORM

Employee Name
Department
Beginning Odometer Reading
Ending Odometer Reading
Purpose of Expense

Date	Description	Mileage	Lodging	Breakfast	Lunch	Dinner	Other	TOTALS
	TOTALS							
					Less Travel Advance			
					Less Credit Card Charges			
					Less Personal Expense			
		Total Due to Employee(+)		Total Due to Town (-)			(+)	

Employee Signature Date

Supervisor Signature Date

Date	Person(s) Entertained	Title	Purpose	Name of Establishment	Total
				TOTAL	

Reciepts must be attached to expense form

APPENDIX 7 -TRAVEL REQUEST FORM

Town of Edisto Beach

Travel Request Form

Please fill out Travel Request form, attach agenda and obtain approval prior to making reservations.

Name _____ Department _____

Advance Requested_____ Account #_____

Travel Dates_____ Destination_____

Purpose of Trip_____

Is any portion of this trip personal? If yes, explain_____

_____

Estimated Expenses		
	Description	Estimated Cost
Conference/Meeting Fees		
Lodging		
Meals		
Transportation (Airfare-Coach)		
Transportation (Car)		
Other		
	Total Estimated Cost of Travel	

The employee named above is authorized to take this trip described above. The total estimated expenses are within the budget. The traveler must complete a Travel Expense Report and return it to Account Payable within 5 workdays of his/her return. If a Report of Travel Expense Report is not submitted within 5 workdays after the return from the trip complete with all charge receipts, I authorize the Town to offset full amount from my paycheck(s).

APPROVALS

Employee_____ Date_____

Supervisor_____ Date_____

Administrator_____ Date_____

Complete this form to authorize all travel involving an overnight stay or the purchase of an airline ticket or rental car. This form is also used whenever a pre-trip advance is requested.

Attach documentation (complete registration form to be enclosed with check)

APPENDIX 8- RELEASE AND WAIVER OF LIABILITY FORM

Please complete the following (Print Clearly):
Last: _____ First Name: _____ M.I. ___
Street Address: _____
City: _____ State:_____ Zip Code: _____
Primary Phone Number: _____ E-mail: _____
Emergency Contact Name/Relationship: _____ Phone: _____

RELEASE AND WAIVER OF LIABILITY – PLEASE READ CAREFULLY!
THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

This Release and Waiver of Liability (the "Release") executed on _____ (date), by _____, a Minor Child, and _____ (the "Guardian"), the parent having legal custody and/or the legal guardian of the Minor Child, in favor of Town of Edisto Beach, its officers, employees, and agents (collectively, "Town").

The Minor Child and Guardian desire that the Minor Child be permitted to ride as a passenger in a Town vehicle driven by _____ for the sole private benefit of the Minor Child and Guardian and not for any official or public Town purpose. The act of giving the Minor Child a ride shall NOT be deemed a public duty to the Minor Child and is only given as a courtesy to the employee and private benefit for the Minor Child. The Minor Child and the Guardian understand that by riding in the Town vehicle the Minor Child risks being involved in a vehicular accident or collision resulting in bodily injury up to and including death.

The Minor Child and Guardian KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of those persons or entities released from liability below. In consideration of authorization to ride as a passenger in a Town vehicle, the Minor Child and Guardian do hereby freely, voluntarily, and without duress execute this Release under the following terms:

Release and Waiver. Minor Child and Guardian, for themselves and on behalf of their heirs, do **HEREBY RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS TOWN, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, WHICH ARISE OR MAY HEREAFTER ARISE FROM MINOR CHILD BEING A PASSENGER IN A TOWN VEHICLE .**

Minor Child and Guardian understand that **THIS RELEASE DISCHARGES TOWN FROM ANY LIABILITY OR CLAIM THAT THE MINOR CHILD OR GUARDIAN MAY HAVE AGAINST THE TOWN WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM MINOR CHILD BEING IN A PASSENGER IN A TOWN VEHICLE, WHETHER CAUSED BY THE NEGLIGENCE OF TOWN OR ITS OFFICERS, EMPLOYEES, OR AGENTS, OR OTHEWISE.**

Minor Child and Guardian also understand that Town does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness. Minor Child and Guardian acknowledge they have been advised the Town only carries Uninsured/Underinsured Motorist coverage with policy limits of $25,000.00 for bodily injury per person per occurrence, and Worker's Compensation insurance is NOT available to the Minor Child.

Medical Treatment. Minor Child and Guardian, for themselves and on behalf of their heirs, do **HEREBY RELEASE AND FOREVER DISCHARGE TOWN FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH THE MINOR CHILD BEING A PASSENGER IN A TOWN VEHICLE OR WITH THE DECISION BY ANY REPRESENTATIVE OR AGENT OF TOWN TO EXERCISE THE POWER TO CONSENT TO MEDICAL OR DENTAL TREATMENT AS SUCH POWER MAY BE GRANTED AND AUTHORIZED IN A PARENTAL AUTHORIZATION FOR TREATMENT OF A MINOR CHILD .**

Assumption of the Risk. The Minor Child and Guardian understand that riding as a passenger in a Town vehicle includes the possibility of being involved in a vehicular accident or collision resulting in serious and permanent injury, or death, to the Minor Child. Minor Child and Guardian hereby expressly and specifically assume the risk of injury or harm and release Town from all liability for injury, illness, death, or property damage resulting from the Minor Child being a passenger in a Town vehicle.

Insurance. The Minor Child and Guardian understand that, except as otherwise stated by Town in this Agreement, Town does not carry or maintain health, medical, automobile, or disability insurance coverage for the Minor Child.

Term. The authorization given to the employee, Minor Child, and Guardian herein shall expire one year after execution of this Release. However, the terms of this Release shall remain effective, fully enforceable, and survive termination of the Minor Child's authorization to ride as a passenger in a Town vehicle.

Other. Minor Child and Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of South Carolina, and that this Release shall be governed by and interpreted in accordance with the laws of the State of South Carolina. Minor Child and Guardian agree that in the event any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

I HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING, AND SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR COERCION.

IN WITNESS WHEREOF, Minor Child and Guardian have executed this Release as of the day and year written above.

Witness: _____ **Minor Signature:** _____

Print Name: _____

Witness: _____ **Guardian Signature:** _____

Print Name: _____

Witness: _____ **Employee Signature:** _____

Print Name: _____

TOWN USE ONLY

Received by: _____ **Date:** _____

Authorized by: _____ **Date:** _____

Date copy given to: Minor Child _____

Guardian _____

Employee _____

Release and Waiver of Liability Form

Please complete the following (Print Clearly):

Last: _____ First Name: _____ M.I. ___

Street Address: _____

City: _____ State:_____ Zip Code: _____

Primary Phone Number: _____ E-mail: _____

Emergency Contact Name/Relationship: _____ Phone: _____

RELEASE AND WAIVER OF LIABILITY – PLEASE READ CAREFULLY!
THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

This Release and Waiver of Liability (the "Release") executed on _____ (date), by _____, (the "Passenger"), in favor of Town of Edisto Beach, its officers, employees, and agents (collectively, "Town").

Passenger desires to ride as a passenger in a Town vehicle driven between the following dates: _____ for the sole private benefit of the Passenger and not for any official or public Town purpose. The act of giving the Passenger a ride shall NOT be deemed a public duty to the Passenger and is only given as a courtesy to the Town employee/official and private benefit for the Passenger. The Passenger understands that by riding in the Town vehicle the Passenger risks being involved in a vehicular accident or collision resulting in bodily injury up to and including death.

The Passenger KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of those persons or entities released from liability below. In consideration of authorization to ride as a passenger in a Town vehicle, the Passenger does hereby freely, voluntarily, and without duress execute this Release under the following terms:

Release and Waiver. Passenger, for herself/himself and on behalf of her/his heirs, does **HEREBY RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS TOWN, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, WHICH ARISE OR MAY HEREAFTER ARISE FROM BEING A PASSENGER IN A TOWN VEHICLE BETWEEN THE DATES SET FORTH ABOVE.**

Passenger understands that **THIS RELEASE DISCHARGES TOWN FROM ANY LIABILITY OR CLAIM THAT THE PASSENGER MAY HAVE AGAINST THE TOWN WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM BEING IN A PASSENGER IN A TOWN VEHICLE, WHETHER CAUSED BY THE NEGLIGENCE OF TOWN OR ITS OFFICERS, EMPLOYEES, OR AGENTS, OR OTHEWISE.**

Passenger also understands that Town does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness. Passenger acknowledges she/he has been advised the Town only carries Uninsured/Underinsured Motorist coverage with policy limits of $25,000.00 for bodily injury per person per occurrence, and Worker's Compensation insurance is NOT available to the Passenger.

Medical Treatment. Passenger, for herself/himself and on behalf of her/his heirs, does **HEREBY RELEASE AND FOREVER DISCHARGE TOWN FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH BEING A PASSENGER IN A TOWN VEHICLE OR WITH THE DECISION BY ANY REPRESENTATIVE OR AGENT OF TOWN TO EXERCISE THE POWER TO CONSENT TO MEDICAL OR DENTAL TREATMENT AS SUCH POWER MAY BE GRANTED BY THE PASSENGER.**

Assumption of the Risk. The Passenger understands that riding as a passenger in a Town vehicle includes the possibility of being involved in a vehicular accident or collision resulting in serious and permanent injury, or death, to the Passenger. Passenger hereby expressly and specifically assume the risk of injury or harm and release Town from all liability for injury, illness, death, or property damage resulting from being a passenger in a Town vehicle.

Insurance. The Passenger understands that, except as otherwise stated by Town in this Agreement, Town does not carry or maintain health, medical, automobile, or disability insurance coverage for the Passenger.

Term. The authorization given to the employee and Passenger herein shall expire at 11:59 p.m. on the last date of the authorization given. However, the terms of this Release shall remain effective, fully enforceable, and survive termination of the Passenger's authorization to ride as a passenger in a Town vehicle.

Other. Passenger expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of South Carolina, and that this Release shall be governed by and interpreted in accordance with the laws of the State of South Carolina. Passenger agrees that in the event any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

I HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING, AND SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR COERCION.

IN WITNESS WHEREOF, Passenger has executed this Release as of the day and year written above.

Witness: _____ Passenger Signature: _____

Print Name: _____

Witness: _____ Employee Signature: _____

Print Name: _____

TOWN USE ONLY

Received by: _____ Date: _____

Authorized by: _____ Date: _____

Date copy given to: Passenger _____

Employee _____