

City of Guyton, Georgia
CITY COUNCIL WORKSHOP
July 6, 2021 at 7:00 P.M.



**C.D. Dean, Jr., Public Safety Complex
GUYTON GYMNASIUM
505 Magnolia Street
Guyton, GA 31312**

AGENDA

- 1. Call to Order**
- 2. Topics for Discussion**
 - a. 2021 Events Calendar
 - b. 113 West Central Blvd Clean Up
 - c. Employee Pay Plan, Position Classifications, and Employee Handbook
 - d. Service Delivery Strategy
 - e. Election IGA
 - f. Open Discussion
- 3. Dates to Remember**
 - a. Tuesday, July 13, 2021 at 7:00 p.m. - City Council July Meeting, C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
 - b. Tuesday, July 27, 2021 at 7:00 p.m. – Planning and Zoning July Meeting, C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- 4. Consideration to Adjourn this City Council Workshop**

Proposed 2021 Event Calendar

July 31	Summer Sale on Trail
October 16	Fall Sale on Trail
October 30	Trick or Trail
November 28	Tree Lighting
December 4	Christmas Parade and Winter Sale on Trail
December 14	Luminary Service

**CITY OF GUYTON
STATE OF GEORGIA**

RESOLUTION NUMBER 2021-03

A RESOLUTION OF THE CITY OF GUYTON ADOPTING THE CITY OF GUYTON EMPLOYMENT HANDBOOK; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND RESOLUTIONS AND PARTS THEREOF IN CONFLICT HERewith; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of the City of Guyton, Georgia is authorized by O.C.G.A. §36-35-3 to adopt ordinances and resolutions relating to its property, affairs, and local government; and

WHEREAS, Section 3.15 of the Charter of the City of Guyton provides that the City Council shall adopt rules and regulations consistent with the City Charter concerning personnel policies; and

WHEREAS, the City Council finds it consistent with the City Charter to adopt personnel policies that:

- 1) Provide an accessible guide to the City’s employment policies and practices including expectations of employees and management and the conditions of employment;
- 2) Provide standards and objectives related to various employee activities and employment-related matters as prescribed by state and federal laws and common practice;
- 3) Provide for the method of employee selection, promotion, and transfer;
- 4) Address hours of work, vacation, sick leave, and other leaves of absence, overtime pay, and other employment benefits;
- 5) Provide performance management and professional development strategies including training, education assistance, counseling processes and separation processes, and performance evaluation methods; and
- 6) May be necessary to provide for adequate and systematic handling of personnel affairs; and

WHEREAS, the City Council adopted a personnel policy on November 25, 2014 titled “City of Guyton, Georgia Personnel Policy” and amended it numerous times thereafter; and

WHEREAS, the City Council deems it necessary to update its personnel policies in accordance with the City Charter;

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE GOVERNING AUTHORITY OF THE CITY OF GUYTON, GEORGIA IN A REGULAR MEETING ASSEMBLED AND PURSUANT TO LAWFUL AUTHORITY THEREOF, AS FOLLOWS:

Section 1. Adoption of City of Guyton Employment Handbook. The City Council of the City of Guyton hereby adopts the City of Guyton Employment Handbook attached hereto as Exhibit A and incorporated by reference as if set forth verbatim herein.

Section 2. Severability. If any section, clause, sentence or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 3. Repealer. All ordinances and resolutions and parts thereof in conflict with this resolution are hereby repealed, including without limitation, the “City of Guyton, Georgia Personnel Policy” adopted on November 25, 2014 as amended, which is hereby expressly repealed.

Section 4. Effective Date. This resolution including the City of Guyton Employment Handbook attached hereto shall become effective immediately upon its adoption by the City Council.

SO RESOLVED, this __ day of June, 2021.

CITY OF GUYTON

Russ Deen, Mayor

Attest:

Jenna Tidwell, Interim City Clerk

Mayor Pro Tem Michael Johnson

Council Member Joseph Lee

Council Member Hursula Pelote

Council Member Marshall Reiser

Mike Eskew, Interim City Manager

EXHIBIT A

Employee Handbook



CITY OF GUYTON EMPLOYMENT HANDBOOK



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An Introduction to the City of Guyton

About Us

In the City of Guyton, we are defined less by boundaries on a map than by the sense of shared values our residents hold dear. Small town values, guided growth, and preservation of historical, cultural, and natural heritage are just a few of the core principles that makes Guyton a wonderful place to live and do business.

All team members of the City of Guyton are expected to work diligently and collaboratively in furthering the goals and objectives that serve the City of Guyton and its residents, businesses, and guests.

Our Structure

There are many ways in which the City of Guyton works to serve the community. The following are the major departments of the City, including a description of main functions.

Public Safety: Our Chief of Police oversees our police department. The City of Guyton contracts with the County for fire service and emergency response.

City Hall: Guyton City Hall is the public’s resource for information and questions about our local government as well as services offered in our community. Key staff members include the City Manager, City Clerk, Court Clerk & Receptionist, and Utility Billing & Permits Clerk.

For public works (major utilities and city infrastructure such as water and sewer), the City of Guyton contracts with third party resources.

For day to day supervision of operations, all employees report up to the City Manager. The City Manager reports to the Mayor and City Council.





Getting Started at the City of Guyton

Welcome!

Welcome to the City of Guyton. You are an important part of our community as a valued team member serving residents, businesses, and guests. We are glad you are part of the team and look forward to a productive and successful association. This handbook is written to serve as the guide for our working relationship and we hope you find it a helpful resource as you join our team at the City of Guyton.

About This Handbook

This handbook will answer many of your questions regarding your employment with the City of Guyton. It is designed to set our mutual expectations of each other for a long, productive employment relationship – what we expect of you and what you can expect of us. However, it is only a summary of our expectations and employment practices currently in effect and does not imply any kind of employment contract. The City of Guyton reserves sole discretion to interpret this policy manual or any policy or benefit contained in this policy manual. The information in this document over-rules any past team member documents or manuals you may have received as a team member of the City of Guyton. We expect every employee to embrace our way of doing business and the guidelines set forth in this handbook.

Title of this Document

The policies established in this document by the Mayor and City Council of the City of Guyton, Georgia, shall be known as the "City of Guyton Employment Handbook."

Legal Authority

This handbook and supporting documents and forms are authorized by the Charter of the City of Guyton (§§ 1.12(b) (16), (31), (41); 2.29(2); 3.10; 3.14; 3.15, and have been approved by the governing authority of the City through resolution and ordinance, as necessary.

Purpose

The general purpose of the City of Guyton Employment Handbook is to:

1. Provide an accessible guide to the City's employment policies and practices including expectations of employees and management and the conditions of employment;
2. Provide standards and objectives related to various employee activities and employment-related matters as prescribed by state and federal laws and common practice;
3. Provide for the method of employee selection, promotion, and transfer;
4. Address hours of work, vacation, sick leave, and other leaves of absence, overtime pay, and other employment benefits;



5. Provide performance management and professional development strategies including training, education assistance, counseling processes and separation processes, and performance evaluation methods; and
6. Provide for adequate and systematic handling of personnel affairs for employees of the City of Guyton.

Applicability

This Employment Handbook shall apply to all City employee positions except the following:

1. The Mayor, Mayor Pro Tempore, or Members of the City Council of the City of Guyton;
2. Members of appointed or elected boards and commissions, judges, and the City Attorney;
3. Those individuals employed on a contract basis for temporary, specific inquiries or examinations on behalf of the City.

Administration of Policies

The Mayor, as chief executive officer of the City, is ultimately responsible for administering these policies. The City Manager oversees day to day City operations and is therefore responsible for routine matters related to the administration of these policies. The City Manager shall keep the Mayor informed of matters of concern and seek counsel for issues outside of normal operations.

Amendment

The governing authority reserves the right to amend these policies at any time by resolution or ordinance, as appropriate.

At-Will Employment

While we anticipate that our work relationships at the City of Guyton are enduring, all team members of the City of Guyton are “at will” team members. Georgia is an “employment-at-will” state, which means that an employer or employee may generally terminate an employment relationship at any time and for any reason. This means that the City of Guyton may terminate the employment of any team member at any time, for any reason, or no reason at all, and the team member may terminate their employment at any time, for any reason, or no reason at all.

Employment is for an indefinite period and is subject to change in conditions, benefits, and operating policies. Over time, we may add, modify, or delete various policies, benefits, and other conditions of employment as our business needs dictate. Please see the Separation of Employment section for additional information. Again, we hope your tenure with us is a long and successful association, but in due diligence we include these types of State & Federal guidelines.



Equal Opportunity & Commitment to Diversity

The City of Guyton is committed to a positive, results-oriented work environment offering equal employment opportunity. It is and will continue to be the policy of the City of Guyton, that all persons are entitled to employment and consideration for employment without discrimination with regard to race, color, religion, sex, sexual orientation, national origin, age, disability, veteran status, genetic information, or other status protected by applicable law.

This policy applies to all terms, conditions, and privileges of employment as well as covered employee's use of all City work facilities and participation in City-sponsored employee activities.

Commitment to Diversity

The City of Guyton is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of our City and are valued for their skills, experience, and unique perspectives. This commitment to an inclusive workplace is embodied in our employment policies and the way we manage our people.

Professional Conduct / Anti-Harassment

The City of Guyton expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

Harassment Defined

“Unlawful harassment” is conduct that has the purpose or effect of creating an intimidating, a hostile, or an offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or another characteristic protected by state or federal law.

While all forms of harassment are prohibited, special attention should be paid to sexual harassment. “Sexual harassment” can include all of the above actions, as well as other unwelcome conduct, and is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature whereby:



- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, a hostile, or an offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets; jokes; written or oral references to sexual conduct; gossip regarding one's sex life; comments about an individual's body; and comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; *and*
- Discussion of one's sexual activities.

The City of Guyton will take all reasonable steps necessary to prevent and eliminate any form of unlawful harassment.

Protection from Retaliation

Any retaliation against an individual who has complained about sexual or other harassment is unlawful and will not be tolerated. Retaliation against individuals for cooperating with an investigation of sexual or other harassment complaints also violate policy.

Complaint Procedure Regarding Harassment or Discrimination

If you believe you have been subject to or have witnessed unlawful discrimination, including sexual or other forms of unlawful harassment, or other inappropriate conduct, you are requested and encouraged to make a complaint. Ideally, you would address your concerns in writing using the chain of command starting with your immediate supervisor, but may also raise your concerns to the next level of management including the City Manager or Mayor. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals as listed above.



All complaints will be investigated promptly, and confidentiality will be protected to the extent possible. A timely resolution of each complaint should be reached and communicated to the parties involved.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

Americans with Disabilities Act (ADA) and Reasonable Accommodation

The City of Guyton expressly prohibits any form of unlawful employee harassment or discrimination based on disability. The City of Guyton will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's physical or mental disability, sincerely held religious beliefs and practices, and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon the City's business operations.

Employees who believe they need an accommodation in the performance of their job or position should discuss the matter with their supervisor or Department Head so that an evaluation can be made about the extent to which such accommodation is either needed or required, or is reasonably possible. The governing authority reserves the right to make ultimate determinations about the level of accommodation needed or required, taking into account the legitimate needs and interest of the City.

Any team member who is aware of discriminatory conduct or who has any concern about a possible violation of this policy should immediately report the conduct or concern to his or her supervisor. Supervisors who receive complaints of discrimination or who are made aware of conduct that may constitute discrimination in violation of this policy must immediately notify the City Manager or the Mayor.

All complaints of discrimination will be investigated promptly, and the existence of a complaint will be disclosed only to the extent necessary to make a prompt and thorough investigation or to take appropriate corrective measures. The City of Guyton will not tolerate retaliation in any form directed against any individual for registering a good-faith complaint of discrimination or for participating in good faith in an investigation of a discrimination complaint.

Violation of this policy against discrimination may result in disciplinary action, up to and including termination, or other appropriate corrective measures.



Introductory Period

The introductory period is an integral part of the onboarding process for new hires. The first 90 days of employment are an introductory period that allows the City of Guyton to evaluate your performance, and is also an opportunity for you to evaluate your employment experience with the City of Guyton. All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire. The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits, and overall performance.

If management determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

Completion of the introductory period does not alter an employee's at-will status, nor does it indicate an adjustment to compensation. The City of Guyton will conduct a formal performance discussion at the end of the introductory period.

Either the employee or the City may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

Introductory Period for Promotions

The introductory period for promotional appointments shall be six (6) months. If a person is removed from the position to which they've been promoted during the introductory period, they shall be entitled to re-employment rights in their former position class should a vacancy occur. If no vacancy exists, every effort shall be made to place the employee in another position for which he or she may be qualified. No salary increase will be given following a promotional introductory period.

Coaching & Feedback During Introductory Period

In effort to help every employee perform their role successfully, the Department Head will provide regular coaching and feedback during the introductory period. At 30 days from hire or entering into a promoted role, the Department Head will complete a written evaluation using the Performance Evaluation form.

Dismissal During Introductory Period

At any time during the introductory period, the Department Head may remove an employee if, in the Department Head's opinion, the employee's performance indicates that the employee is unable or unwilling to perform the duties of the position satisfactorily, or that the employee's work habits and lack of dependability do not merit the employee's continued employment. The Mayor must confirm such action by the Department Head, or may independently remove the



employee or a Department Head or appointive officer.

The Department Head will complete a Performance Evaluation form indicating the reasoning for the dismissal, which will be placed in the employee's file.

New Hire On-Boarding & Orientation

We want to ensure every employee gets started successfully with the City of Guyton. We will provide new employees with an orientation and training process and are here to help and support you as you join the team. We also expect every employee to demonstrate ownership in his or her own role and responsibilities.



Employee Recruitment, Selection & Appointments

When we have job openings, all recruitment shall be conducted in an ethical, professional, and non-discriminatory manner. The City of Guyton provides equal employment opportunity to all applicants on the basis of demonstrated ability, experience, and training.

Job Postings

The City Manager will prepare job postings to publicize vacancies and to assist in locating qualified candidates for vacant positions. Postings will specify the title of position, salary range, minimum qualification requirements, how to apply, and the final date on which applications shall be received. Various posting methods will be used to reach a broad pool of qualified applicant, including announcements placed in prominent locations throughout City offices.

Note: jobs will not be posted for positions resulting from City staffing reorganizations or reclassifications of positions.

Application & Evaluation Process

The City of Guyton will provide and publish an application form for qualified candidates interested in pursuing a posted position. Applications will include work history, skills, and qualifications. Candidates will also be required to answer an application question regarding family members employed by the City (see Employment of Relatives / Nepotism). Applications will be submitted to the City Manager for review and discussion with the Department Head.

Interviews

Interviews will be conducted with those applicants most qualified for the position. The Department Head and City Manager will be the primary participants in the interview and selection process. When hiring to fill a Department Head position, the City Manager, Mayor, and at least one member of City Council will conduct interviews of selected candidates.

References

Prior to making an offer of employment, the City will endeavor to contact the candidate's references and previous employers to verify employment history and the qualifications and skills of the applicant.

Skills Assessment

For certain positions, the City Manager may, with the approval of the governing authority or their designee, administer a test or examination process for candidates to demonstrate required skills or abilities along with procedures to implement such program. Any written or performance assessment must be validated as to its ability to test for job performance, and must not be discriminatory as to race, sex, disability, or cultural factors.



Disqualification from Employment Consideration

The City Manager will remove from further consideration the application of any person who does not meet the minimum job requirements or who has made false statements or practiced deception in the application process.

Employment Offers

All directors, Department Heads under the supervision of the Mayor and appointive officers, including but not limited to, the City Clerk, the City Manager, and Police Chief, shall be nominated for an offer of employment by the Mayor with confirmation of appointment by the City Council. City Charter § 3.10 (e).

Employment offers will be made in writing, using a standard offer letter template, and signed by the Mayor. Candidates will sign to accept the position and associated terms, including a mutually determined start date. All offers of employment are contingent upon a candidate meeting the screening requirements.

Pre-Employment Screening

The following pre-employment screening methods will be implemented once an offer of employment has been extended and accepted:

- alcohol and drug screening;
- background check including criminal background and motor vehicle records (may include fingerprinting);
- medical physical examination (when job related and consistent with business necessity).

In certain employment areas, such as public safety and finance, where the public has a compelling interest in the security of property and life, applicants for employment, promotion, and transfer may be required to supply additional information or undergo additional employment screening requirements that would not be needed in other employment areas.

Any test administered or records checked for employment screening will be at the expense of the City.

Failure to Meet Employment Screening Requirements

The City Manager will rescind an offer of employment for any candidate failing to meet the employment screening requirements, including:

1. By reference check or investigation, evidences an unsatisfactory employment history or an unsatisfactory record that demonstrates unsuitability for employment;
2. Fails to pass a physical examination, alcohol or drug screening test administered;
3. Been convicted, plead nolo contendere or guilty, or sentenced in any court of competent jurisdiction for a felony or committing a pattern of misdemeanors exhibiting a disregard or lack of respect for the laws of the United States, the State of Georgia, or any state of the United States, during the two (2) years immediately preceding the date of the application; or upon investigation, is disclosed to have two (2) or more criminal



convictions of felonies at any previous time; provided, however, that such convictions are deemed to be detrimental to the effective performance of the duties for which they are being considered.

Appeal of Disqualification

Any applicant who alleges discrimination during the employment screening process shall have the right to discuss with the City Manager. If the claim is not satisfactorily resolved, the applicant may discuss with the Mayor as the final authority.

Reinstatement

A regular employee who separates from City employment in good standing and is thereafter rehired may be credited for prior years' service when the break in service is less than or equal to twelve (12) months. Upon completion of the introductory period, the employee will be given credit for prior years' service.

Employment of Relatives (Nepotism)

A Department Head or any other person serving in a supervisory capacity may not employ an immediate family member into a position within their line of authority. All prospective new hires shall disclose the name and department of any City employee who is a member of their immediate family on their employment application. Failure to make such disclosure shall be grounds for immediate termination or disqualification for employment consideration.

Advance approval by the governing authority shall be required prior to employment by the City of any individual who is an immediate family member of any member of the governing authority or the City Attorney, Police Chief, City Clerk, or the City Manager.

Acquisition of Relationship Status

Any person who becomes a member of the immediate family of an existing employee or enters a personal relationship within the employee's line of authority during his or her employment with the City shall notify immediately the City Manager of the acquisition of such status. The City Manager shall advise the governing authority as soon as practicable that such a situation exists, and make a recommendation to the governing authority whether such employment situation should be allowed to continue based upon the governing authority's determination of the potential for conflicts and adverse effects on morale or productivity in the effected department.

Alternative Job Placement

Should employees become family members or enter a personal relationship during their employment, at the discretion of the governing authority, employees may be relocated in an alternative job placement by removal of one or both of the affected employees from their current position to some other position so that an immediate family member is not within the



employee's line of supervision or responsibility. The City Manager will suggest to the governing authority what alternative job placement should be made. The governing authority's decision will be based upon which employees' removal would be least disruptive to the productivity and morale of the department(s) involved. No employee who is reassigned pursuant to the terms of this provision shall suffer any decrease in salary or benefits.

Employment Classification

Based on our business needs, the City of Guyton may utilize different types of employees and will appoint employees to specific employment classifications. Offer letters of employment will specify employment classification, all of which are defined below:

- **Regular Full Time** - An employee who works a normal workweek of 40 hours or more on a regularly scheduled basis. Note: the hours of full-time police department positions may be different than other positions.
- **Regular Part Time** - An employee who works less than a normal workweek (less than 40 hours), on either a regularly scheduled basis or on an irregular basis. Note: the hours of part-time police department positions may be different than other positions.
- **Contract** - Contractors are those employed by a third-party entity, are self-employed, or are participating in an internship program and are engaged by contract to perform specified work for the City of Guyton. Each contractor will sign an agreement letter outlining the specific scope and terms of their work arrangement, including compensation. As a contracted representative of the City of Guyton, all Contractors are expected to fulfill their work through actions and behaviors that support and help further the business strategies of the City of Guyton and are in alignment with policies and practices outlined in this handbook.
- **Temporary** - a position with a limited job function, ineligible for benefits, and for a period not to exceed ninety (90) days within the fiscal year for non-recurring functions.
- **Seasonal** - an employee serving in a recurring position with a specified function which is funded for part of the fiscal year; potentially eligible for holiday pay but ineligible for all other benefits.
- **Emergency Appointment** - A person may be appointed to a position in an emergency employment situation for not more than ninety (90) days with the consent of the City Manager.

All employees are classified as exempt and non-exempt according to the Fair Labor Standards Act and state law. Employment status will be clarified in employment offer letters. These employee status classifications are generally defined as follows:

- **Salaried Exempt** - Positions of a managerial, administrative, or professional nature or for outside sales, as prescribed by federal and state labor statutes, which are exempt from mandatory overtime payments.
- **Hourly Non-Exempt** - Positions of a clerical, technical, or service nature, as defined by



statute, which are covered by provisions for overtime pay.

The City of Guyton is committed to complying with all State and Federal requirements during the hiring process.

- All new employees are required to comply with employment documentation requirements such as employment eligibility (form I9), tax withholdings (W4, G4), and other pre-employment requirements as applicable to one's job including background checks and drug screening.

Employee Information / Change of Status

To help us keep necessary City records up to date, manage benefits, and so we know what to do in case you have an emergency, we ask that all employees notify us of any changes in personal information. This may include:

- Name changes
- Address and/or telephone number
- Bank account (for payroll direct deposit)
- Marital status / dependents
- Tax deduction elections
- Person to contact in case of emergency
- Any allergies or health conditions you'd like us to know about to keep you safe at work
- Educational accomplishments



Conditions of Employment

Working Hours and Schedule

The established work week and the hours of work may vary across departments based on the needs of the City and the reasonable needs of the public. The minimum work week for covered employees who are considered full time will be forty (40) hours (may vary for police department).

Department Heads will advise employees of their schedules at time of hire or as City needs change. Employees are expected to begin and end work according to this schedule, understanding that City needs often require us to be flexible. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Nonexempt employees are not allowed to work overtime unless overtime is approved in writing by the Department Head.

Attendance & Punctuality

Serving the needs of the City of Guyton requires every member of our team to be dependable. As with any group effort, operating effectively takes cooperation and commitment from everyone. Dependability, attendance, punctuality, and a commitment to serve our community are essential expectations of every employee and a key aspect in evaluating job performance. **Employees are expected at work, on time and ready to work, for all scheduled shifts and work commitments.** Frequent absenteeism or tardiness will result in disciplinary action up to and including discharge.

As listed in the Timekeeping section of this handbook, each employee is responsible for tracking their hours in the timekeeping method prescribed to them, whether on a paper timesheet or timeclock system. Each Department Head shall be responsible for the attendance records of all employees in the department and shall verify and approve timekeeping verifying actual hours worked during a pay period according to the FLSA and any paid time off per the Paid Time Off section of this handbook.

Unexpected Absences

The City recognizes there are times when absences and tardiness cannot be avoided. In such cases, the following protocol must be followed:

1. Employees are expected to notify their Department Head in the manner established in the department (e.g., phone or email) no later than one (1) hour prior to start of the work day. Some departments may require employees to report absences two (2) hours prior to beginning a shift as department policy.
2. The Department Head will note the absence or tardiness in the timekeeping system for tracking purposes.
3. Should absences indicate a pattern of excessive absenteeism, the Department Head will



address it with the employee, including performance counseling up to and including termination.

4. Not reporting to work and not contacting the Department Head to report the absence is a “no-call/no-show” and is a serious matter and will result in disciplinary action up to and including discharge.
5. Employees should contact their Department Head for each day of absenteeism.
6. Unreported absences (no notification) of three (3) consecutive work days generally will be considered a voluntary resignation of employment with the City of Guyton.
7. If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement must be provided, verifying the employee’s inability to work and the beginning and expected ending dates of the illness or injury. Additionally, this statement must include the employee's status for return to work.

Excessive absenteeism is defined as more than three absences in a three-month period or five absences in one calendar year. The duration of the absence is not relevant to whether excessive absenteeism has occurred.

Tardiness is defined as arriving at the workplace any time past your scheduled starting time. You are expected to be at your work location and ready to start the day at your scheduled time.

Employees should refer to the Paid Time Off section of this handbook regarding eligibility and terms for requesting time off.

Employees needing to leave work early should communicate with their direct supervisor regarding circumstances, work obligations and the potential use of Paid Time Off.

Breaks and Meal Periods

While neither the Fair Labor Standards Act (FLSA) nor Georgia law require breaks or meal periods be given to workers, we understand the need to take breaks in order to remain focused and productive.

- Non-exempt employees, with the exception of police officers, must clock out for meal periods of thirty minutes or more.
- The supervisor of each department will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

Employment Files

The City of Guyton shall maintain official employment files for each employee and maintain in those files all documentation of employment transactions including hiring documents, performance evaluations, changes to pay rate, etc. An employee’s medical record, form I9, any background check records or financial information shall be maintained separately from the



main employment file according to state and federal guidelines.

Public Inspection of Employment Files

Access to employment files for employees covered under these policies and all other records and materials relating to the administration of the personnel system shall be governed by the Georgia Open Records Act except when access or denial of access to a record is governed by a specific law or authority. Information which is obtained in the course of official duties shall not be released by any employee other than by those charged with this responsibility as part of official duties.

Disclosure

Subject to the restrictions stated in this Section, the following information relative to employees and former employees is available for public inspection during regular business hours and in accordance with such procedures as the City Manager may prescribe:

- Name of employee.
- Portions of the job application and resume.
- Class title, position, and salary.
- Disciplinary history, but not until ten (10) days after the record has been presented for action, including appeal of a final adverse action, or the investigation is otherwise concluded.

Non-disclosure

Subject to all applicable provisions of state and federal law, including without limitation the Georgia Open Records Act, records that are by their very nature confidential, private, privileged or create a potential risk of harm to the safety of the employee or his/her family members will not be disclosed to the public, as follows:

1. Insurance and medical records and similar files;
2. Social security number, home address, home telephone number, passwords, mother's birth name, unlisted telephone numbers if so designated in a public record, personal email addresses, cellular telephone numbers, the identity of the public employee's immediate family members or dependents and month and day of birth (O.C.G.A. § 50-18-72(a)(20)(A));
3. Records that would reveal the home address, telephone number, or insurance information of law enforcement officers, judges, prosecutors, and/or identification of immediate family members or dependents thereof;
4. Records of police officers and candidates for police officer required to be kept confidential pursuant to O.C.G.A. § 35-8-15;
5. Confidential evaluations submitted to, or examinations prepared by, the City and prepared in connection with the appointment or hiring of a public officer or



employee;

6. Any other record that may not be disclosed to the public under state or federal law.

Tobacco Policy

In keeping with the City of Guyton’s intent to provide a safe and healthy work environment, the City of Guyton is a tobacco-free environment (including smoking, smokeless tobacco and vapor cigarettes). Employees that choose to smoke, use smokeless tobacco, or “vape” may not do so on any City property or City vehicle. In accordance with this policy and the Georgia Smokefree Air Act, employees that choose to smoke, use smokeless tobacco, or “vape” may not do so within 10 feet of property entrances. In some locations, a designated location for smoking may be available, as designated by the Department Head, but must never occur near the main entry of the building. Additional break time is not provided for those that choose to smoke, use smokeless tobacco, or vape.

Drug-Free & Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect the City of Guyton property, and to ensure efficient operations, the City of Guyton has adopted a policy of maintaining a workplace free of drugs and alcohol. Employees are required to report to work in appropriate mental and physical condition to perform their jobs.

It is the responsibility of the City's supervisors to counsel employees whenever they see changes in performance or behavior that suggest an employee has a drug or alcohol problem. Although it is not the supervisor's job to diagnose personal problems, the supervisor should encourage such employees to seek help and advise them about available resources for getting help. Everyone shares responsibility for maintaining a safe work environment, and co-workers should encourage anyone who has a drug problem to seek help.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive, and drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the illegal use of drugs and the abuse of alcohol are incompatible with employment at the City of Guyton.

Drug testing will be required as a pre-condition to employment. Random drug testing may also be administered in an effort to maintain a drug-free work environment. Drug-testing will be required following any work-related accident.

Violations of This Policy

The City of Guyton is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any Guyton



employee illegally uses drugs on or off the job, comes to work under their influence, possesses, distributes or sells drugs in the workplace, or abuses alcohol on the job. Therefore, under authority of Georgia Law (O.C.G.A. 34-9-410) the City of Guyton has established the following policy (acknowledging that law enforcement personnel working in an undercover capacity may be exempt from portions of this policy):

1. It is a violation of City policy for any employee to use, possess, sell, trade, offer for sale, buy or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on or off the job.
2. It is a violation of City policy for any employee to report to work under the influence of or while possessing in his or her body, blood, or urine illegal drugs in any detectable amount.
3. It is a violation of City policy for any employee to report to work under the influence of, or impaired by, alcohol or to use alcohol on the job, on City property, or in a City vehicle. City sponsored activities which may include the serving of alcoholic beverages are not included in this provision, though employees must govern themselves accordingly.
4. It is a violation of City policy for any employee to use prescription drugs illegally, i.e., to use prescription drugs that have not been legally obtained or in a manner or for a purpose other than as prescribed. (However, nothing in this policy precludes the appropriate use of legally prescribed medications.)

Violations of this policy are subject to disciplinary action up to and including termination.

General Procedures

An employee reporting to work visibly impaired will be deemed unable to properly perform required duties and will not be allowed to work.

1. If possible, the employee's supervisor will first seek another supervisor's opinion to confirm the employee's status.
2. Next, the supervisor and another supervisor, will consult privately with the employee regarding their observation to determine whether the employee is impaired.
3. If, in the opinion of the supervisor, the employee is considered impaired, the employee will be sent home or to a medical facility by taxi or other safe transportation alternative - depending on the determination of the observed impairment - and accompanied by the supervisor or another employee if necessary.
4. An impaired employee will not be allowed to drive. If an impaired employee insists on driving while under the influence, law enforcement will be notified.

All employees may be subject to drug and alcohol testing to ensure compliance with this policy. We may require urine, saliva, breath and/or blood samples for a drug or alcohol test. When samples need to be analyzed in a laboratory, we will use one that is properly licensed.



The City of Guyton reserves the right to conduct tests for drug and alcohol use in the following circumstances:

1. When there is a reasonable basis for suspecting that an employee is under the influence of alcohol or drugs at work (e.g., observable phenomena while at work such as direct observation of substance abuse, physical symptoms or manifestations of being impaired due to substance abuse, abnormal conduct or erratic behavior while at work, or a significant deterioration in work performance);
2. A report of substance abuse provided by a reliable and credible source;
3. Evidence that an individual has tampered with, attempted to tamper with, or sought to have someone else tamper with, his/her substance abuse test;
4. Information that an employee has caused or contributed to an accident while at work;
5. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the City's premises or while operating the City's vehicle, machinery, or equipment.

Violation of this policy or a positive result on a drug or alcohol test or a refusal to cooperate with required drug or alcohol testing will result in disciplinary action, up to and including immediate termination.

Opportunity to Contest or Explain Results

Employees and job applicants who have a positive confirmed test result may explain or contest the result to the City within five (5) working days after the City contacts the employee or job applicant and shows him/her the positive test result as it was received from the lab in writing.

Confidentiality

The confidentiality of any information received by the City through a substance abuse testing program shall be maintained, except as otherwise provided by law.

Personal Appearance & Dress Code

An important aspect of the City's public image is conveyed by the employee's personal appearance. The objective regarding appearance is for employees to be comfortable and safe during the course of performing their jobs, while portraying a professional image of the City of Guyton.

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the image we present. We expect all employees to maintain a well-groomed personal appearance, hygiene practices, and dress. Be clean, be neat, be modest, avoid being overly fragrant, and remember that our people represent the City of Guyton at all times and are expected to present themselves as such.



Dress Code Requirements

Our overall dress code is business casual. All employees are required to maintain a neat and professional appearance at all times that is representative of the City of Guyton. For all positions, jewelry that may pose a potential safety hazard or noise distraction (e.g., large earrings, large rings, long or bulky necklaces, and/or jewelry that jingles with movement) should be avoided. Employees that wear uniforms (e.g., those that work in a maintenance capacity or those in law enforcement) may wear uniforms that provide a different dress code. Uniforms must be kept neat, clean and well maintained.

Unacceptable clothing items include, but are not limited to the following (note below that certain positions may have different allowances):

- Shorts
- Flip flops, athletic shoes, croc-like sandals
- T-shirts or sweatshirts
- Excessively short, tight or revealing clothing (including no spaghetti straps, tank tops, crop tops, clothing that reveals midriffs)
- Sweatpants, leggings, or athletic attire
- Jeans
- Ripped or clothes with holes; stained clothing
- Any branded items of clothing with slogans, images or large logos.

Maintenance team members may be allowed to wear shorts at supervisor discretion pending the weather. A supervisor may require an employee to wear steel-toed or other safety boots, depending on that employee's duties and activities. Employees should tuck in their shirts, and wear a belt as appropriate.

Employees with body art (tattoos) must be prepared to cover any tattoos that contain offensive language or images. The Department Head may make the determination regarding what constitutes offensive language or images. Employees with facial hair must maintain a well-groomed appearance.

Employees who do not follow these policy requirements will be required to go home and change. While employees will be allowed a reasonable time for changing, non-exempt employees will not be compensated for this time away from work. Repeated failures to adhere to this policy may lead to appropriate disciplinary action, up to and including termination. Please exercise good judgment and common sense in your physical presentation in our professional environment.

The City of Guyton recognizes the importance of individually held religious beliefs to persons within its workforce and will reasonably accommodate a staff member's religious beliefs in



terms of workplace attire unless the accommodation creates an undue hardship. Those requesting a workplace attire accommodation based on religious beliefs should discuss with their Department Head.

Please consult your direct supervisor or City Manager if you have questions as to what constitutes appropriate appearance.

Working Remotely / Telecommuting

Telecommuting is the ability to work at home, on the road, or in a satellite location for all or part of a workweek. Telecommuting may be a viable, flexible work option when both the employee and the job are suited to such an arrangement as approved in advance by management. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a Citywide benefit, and it in no way changes the terms and conditions of employment with the City of Guyton.

Employees may not work from home without prior approval or before discussing all components of this policy with their supervisor. Individuals requesting formal or occasional telecommuting arrangements must be employed with the City of Guyton for a minimum of 12 months of continuous, regular employment and must have a satisfactory performance record. Any telecommuting arrangement must be requested, discussed and approved in advance.

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects, business travel, or personal circumstances. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate, and assuming all considerations of an appropriate telecommuting arrangement have been met. All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the organization and in consideration of all aspects outlined in this policy.

Before approving any telecommuting arrangement, the employee and manager will evaluate the suitability of such an arrangement, including:

- **Employee suitability.** The employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
- **Job responsibilities and accessibility.** The employee and manager will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement and required communication level and accessibility requirements.



- Equipment needs, workspace design considerations and scheduling issues. Employees approved for telecommuting must establish an appropriate work environment within their home for work purposes. The City of Guyton will not be responsible for costs associated with the setup of the employee's remote work location.
- Safety & Security. Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary City and client information accessible from their home office.
- Tax and other legal implications. The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the City of Guyton's time-keeping system. Hours worked in excess of those scheduled per day and per workweek (i.e., overtime for non-exempt employees) require the advance approval of the telecommuter's supervisor. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

Expectations regarding work responsibilities, responsiveness and availability, and communication while telecommuting remain at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job and the individuals involved.

Inter-departmental Labor Assistance Requests

Where extenuating circumstances dictate, Department Heads or the governing authority may request inter-departmental labor assistance. In the spirit of teamwork, all City of Guyton employees are expected to support any requests to assist another department as needed. A proper inter-departmental labor assistance request shall be made between Department Heads, and define the scope and duration of such required assistance and identify the employee(s) needed. Unilateral action by a Department Head requiring such assistance without the consent and knowledge of the needed employee's own Department Head shall not be tolerated. All covered employees should cooperate fully with such inter-departmental labor assistance requests.

Workplace Safety

The City of Guyton strives to provide a safe and healthy work environment and the health and



safety of employees and guests on City property are of critical concern to us. The City of Guyton intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including recognizing dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately.

Any workplace injury, accident, or illness must be reported to the employee's Supervisor as soon as possible, regardless of the severity of the injury or accident.

Aligned with our belief that all employees should be treated with dignity and respect, we take seriously the personal safety of both our employees and anyone doing business with the City of Guyton. The City of Guyton, therefore, expressly prohibits any acts or threats of violence, whether expressed or implied, by any current employee against another employee in or outside the workplace at any time.

All reports of incidents of this nature will be taken seriously and will be addressed promptly and appropriately. An employee who violates this policy will be subject to disciplinary action up to and including termination.

Nothing in this policy is intended to prevent quick action to stop or reduce the risk of harm to anyone, including requesting immediate assistance from law enforcement or emergency response resources. If employees are confronted with an imminent threat of workplace violence, police authorities should be notified immediately by dialing 911. It is not the responsibility of any employee to intervene in any violent or potentially violent situation if doing so may pose a safety risk to the employee or others.

Weapon-Free Workplace

With the exception of our police officers issued firearms as part of their jobs, the City of Guyton prohibits employees from possessing weapons and firearms on any City properties (owned, leased or managed). A license to carry a weapon does not supersede this policy. This prohibition explicitly includes firearms of any type, including those for which the holder has a legal permit. Other examples may include, but are not limited to, knives, explosives, or any instrument or device of attack or defense.

Properties include all City-owned or leased buildings and vehicles, properties we manage, and surrounding areas such as sidewalks, walkways, driveways and parking lots. As allowed under O.C.G.A. §16-11-135, this policy does not restrict employees, if they possess a valid Georgia firearms license, from possessing a legal firearm in their personal vehicle locked out of sight within the trunk, glove box, or other enclosed compartment.



If the City suspects that an employee may have violated this policy, the City of Guyton may request employees to submit to a search of his or her person, personal effects, and vehicles (subject to any applicable state law prohibiting a search of an employee's vehicle in this situation). The City may conduct searches of any City property including, but not limited to, desks, lockers, file cabinets, computers, voicemail, and any other property or equipment owned by the City, at any time, without notice to or permission from affected employees. If an individual is asked to submit to a search and refuses, that individual will be considered insubordinate and will be subject to discipline up to and including termination.

Commitment to Safety

All incidents of violence or threats of violence or any other perceived violations of this policy that are reported will be taken seriously and investigated. The City of Guyton will decide whether its workplace violence policy has been violated and whether preventative or corrective action is appropriate. All decisions will be made in consideration of employee safety.

The purpose of this policy is preventive, not punitive. It is the responsibility of each and every employee to contribute to a safe working environment. We are committed to ensuring the personal safety of its employees and cannot do its part without the full cooperation of all employees.

Use of Facilities, Equipment and Property, Including Intellectual Property

The City of Guyton strives to provide a safe and healthy work environment. Keeping our workplace safe includes respecting the tools and resources provided to do our jobs. We expect all employees to demonstrate pride in performing their work and maintaining the resources, tools and work environments provided to do their job as if they were their own. All tools and resources provided and used in the course of performing one's job are to be well maintained, cared for, and reflective of our dedication to our work and our level of professionalism. This includes shared spaces provided for the convenience of employees. Improper, careless, negligent, destructive, or unsafe use or operation of equipment and resources can result in accidents and will not be tolerated. We expect all employees to practice good housekeeping and business etiquette in keeping their work environment neat, clean, safe, and professional.

Use of City Vehicle

Some employees in certain positions may have cause to use a City vehicle during the course of performing their work. The assignment and use of a City vehicle are a privilege and it is the City's policy to insist that employees operate it in a safe and economic manner.

This policy is intended to ensure the safety and well-being of City employees, to facilitate the efficient and effective use of City resources, to minimize the City's exposure to liability, to



monitor the use of City-owned vehicles and to comply with regulations relating to City vehicle usage.

Assignment of City Vehicles

1. City vehicles shall be assigned to departments, individual employees, or to the general vehicle pool on the basis of work responsibility. Vehicles may be assigned to employees, either solely for the use during normal working hours or as a take-home vehicle when deemed appropriate and resources permit.
2. Vehicle assignments to individuals will be reviewed and approved by each respective Department Head. The City Manager will review and maintain a copy of the vehicle assignment certification list. The vehicle list shall include: the employee's name, the vehicle number (if applicable), make and model, vehicle identification number, and license plate number. Vehicles are to be identified whether to be assigned as a take-home vehicle or vehicle to be used during normal working hours only.
3. Vehicles may be classified as take-home vehicle if one of the two conditions below are met:
 - a. Vehicle is equipped with tools and/or instrumentation that are essential in an emergency response situation. The employee responds directly to the scene of the emergency and is trained to use the tools and equipment. If response is on a rotation basis, each employee will only take home the vehicle when he/she is in "on-call" status. Note: Communication equipment alone is not considered a tool or instrumentation for this purpose.
 - b. Employee's responsibilities require that they perform certain job functions on a regular basis outside of their normal assigned schedule, and the documented miles traveled and time per year between job destinations justify the decision.

Use of City Vehicles

Acknowledging that some practices regarding the use of law enforcement vehicles by police personnel may vary, the following standards regarding use of City vehicles applies:

1. Only City employees are authorized to operate City vehicles.
2. City vehicles are to be used as necessary to conduct the business of the City and its operations. Employees shall not operate City vehicles for the purpose of conducting a private business or enterprise or any other personal use. However, it is recognized that a minimal amount of personal use during the course of the scheduled shift to include meal breaks, and other occasional personal errands, within the City limits may occur.
3. Only authorized City Personnel (including but not limited to Councilmembers, and contractors hired by the City) are permitted to ride in a City vehicle unless necessary as a direct result of the job (e.g. the arrest of a suspect). City vehicles will not be used to transport family members or other passengers not engaged in City business, without prior approval of the City Manager or Department Head.
4. All drivers and business travelers must wear seatbelts and obey traffic laws.



5. When cargo, materials, or tools are being transported, the vehicle operator is responsible for assuring that all items are properly secured.
6. An employee who receives a traffic citation or parking ticket while using a City vehicle will be personally responsible for the citation or ticket.
7. No person shall be allowed to ride on running boards, fenders, hoods, tailgates, beds, or other locations on vehicle not designated or approved by the vehicle manufacturer for passenger seating.
8. Employees are strictly forbidden from operating a City vehicle while under the influence of alcohol, and are likewise prohibited from using prescription or over-the-counter medications, or any legal substance, which may impair their ability to safely operate a motor vehicle.
9. No employee shall place alcohol in a City vehicle; excluding police, if the alcohol is being transported in accordance with official duties.
10. Vehicles shall be kept free of litter and debris. The physical appearance of the vehicle must create a good impression.
11. The use of tobacco products is not permitted in City vehicles.

Altering Vehicles

1. City vehicles may not be altered in any way without first obtaining written approval of the appropriate Department Head including but not limited to audio equipment, window tinting, lights, changes to the engine/performance of the vehicle, etc. All approved alterations must be coordinated through the City Manager.
2. No City vehicle shall have any personal stickers, posters, signs, or any other similar attachments placed on or fixed to them unless previous approval or directive has been issued in writing by the City Manager.
3. Vehicles must be affixed with the City or Department logo. Any tampering or removal of the logo will result in disciplinary action. Logos will not pertain to unmarked police vehicles as designated by the Chief of Police and/or City Manager.

Vehicle Inspections

1. All employees will perform a “walk-around” of the vehicle to see if there are any visible problems prior to it being driven each day.
2. Before operating the vehicle, and at least once a day, the employee shall check to make certain that all vehicle safety equipment including headlights, turn signals, bright lights, and windshield blades/washers are functioning properly.
3. Any vehicle damage beyond normal wear and tear or that includes defects affecting the safe operation of the vehicle must be documented and reported to the employee’s supervisor.
4. Employees must comply with all preventive maintenance programs.



Vehicle Accidents

1. In the case of an accident involving any level of damage, the employee driving the City vehicle shall immediately notify his supervisor and the appropriate Police/Law Enforcement Department to report the accident and complete a full accident report.
2. Accidents involving property damage or injuries shall be investigated by the appropriate law enforcement agency (State Police, Sheriff's Office etc.).
3. In the event that the City employee is determined to be at fault, disciplinary action will be taken.
4. The City shall not be responsible for any increase in the employee's automobile insurance premium as a result of an accident or fines.

Use of Electronic Devices

Employees shall refrain from operating cell phones, navigation devices and any other devices that may cause vehicle operator distraction while operating a City vehicle. Employee's need to properly park their vehicle or use a hand-free device when using such equipment.

Use of Privately-Owned Vehicles

There are emergency situations when employee's personal vehicle is preferable because either a City vehicle is not available or because the use of a privately-owned vehicle is deemed more efficient. If mileage is to be claimed, the employee must obtain prior authorization by the City Manager.

Safeguarding Issued Equipment

1. Employees are responsible for safeguarding City-issued equipment associated with their assigned vehicles. This includes (but is not limited to) issued equipment which is normally left in the assigned vehicles. For example, if an employee leaves his assigned vehicle for repairs or maintenance (temporarily overnight), the employee shall ensure that all equipment is safeguarded prior to leaving the vehicle.
2. The City will assume no responsibility for personal property stored or left in City vehicle.

Reporting Requirements

1. For employees who fall within the provisions of the Internal Revenue Code, the City will comply with the Internal Revenue Service's regulations regarding the reporting of income. The employee is responsible for complying with all IRS regulations and any other regulatory requirements regarding employer provided vehicles.
2. During the first week of March, on an annual basis, employees must provide a copy of their driver's license to their supervisor and the City Clerk. Employees are required to notify their supervisor of any violation or summons received while operating a City vehicle. In the event of a license suspension, vehicle use privileges will be suspended and may be terminated.



Take-home Vehicle

1. Employees assigned take-home vehicles may only take the vehicle to their residence if it is located within 30 miles (based on actual driving distance) of City Hall and within the State of Georgia. Employees may with prior approval of the City Manager, drive their vehicle to a pre-approved location and after securing said vehicle, leave the vehicle parked, provided such location is within 30 miles from City Hall and within the State of Georgia.
2. No take-home vehicles will be taken to a residence where vehicles must be parked in the street.
3. Any employee on light-duty or suspension is not authorized a take-home vehicle.

Revocation of Take-Home Authorization

1. For failure to comply with the provisions of this policy or when violating the City's travel policy.
2. For a change in job assignment, duties or responsibilities such that a take home vehicle is no longer justified.
3. Based on the employee's driving history.
4. When placed on worker's compensation, or when under medical care in which driving is not permitted.
5. If the employee is on extended leave (beyond five (5) business/schedule days) the vehicle shall remain with the City.
6. When it is in the best interest of the City of Guyton.

Exception to the Vehicle Policy

1. A request must be made in writing to the City Manager stating the reason for the exception.
2. If the request is for a child, or underage (18) individual to ride in the vehicle, the individual must be supervised by the parent or guardian at all times. An individual over the age of eighteen (18) is to remain with the City employee responsible for the vehicle at all times.
3. In the event of a child in the vehicle, the speed of the vehicle should not exceed thirty-five (35) miles per hour (mph) at any time the child is in the vehicle.
4. Only trained and authorized personnel should operate the vehicle and ensure all passengers adhere to any and all safety measures specified.

Emergency Closing Plan

At times, severe weather conditions or other emergencies can disrupt operations. In all circumstances, employee safety is our first priority. Occasionally, these circumstances may require closing certain City operations until it is safe to return to work. Unless there is an announcement that your place of work is closed, you should assume that the City of Guyton is open for business. It is our plan to share communication announcements regarding



emergencies and business protocol as soon as is practical to ensure your safety and plan our operating strategy.

Please refer to the Salary Considerations: Emergency Pay section of this handbook for additional information regarding Evacuation procedures and associated pay processes.

Departments are responsible for obtaining authorization for employees to return to work following an emergent situation that required facility closures. In turn, employees will be held responsible for contacting their direct supervisor for an authorization to return to work. If employees choose to leave before a mandatory evacuation is issued and choose not to return immediately after it is lifted, this time may be considered paid leave at the discretion of management.



Standards of Conduct & Employee Relations

Expectations Regarding Conduct

The City of Guyton endeavors to employ responsible individuals and believes that the vast majority of employees are responsible citizens who understand and respect the rights and property of their fellow employees and that of the City. However, when large groups work together, reasonable rules are necessary for the orderly conduct of the operation. To this end, the City of Guyton has in effect and will establish from time to time, such reasonable rules as it considers necessary to ensure the orderly and efficient conduct of its business; to assure the safety of its employees and property, and to comply with applicable laws. As an employee of the City, employees are expected to comply with rules established by the City as listed throughout this handbook, provided in departmental training, and through management instruction. Failure to do so may result in discharge or other appropriate disciplinary measures.

Courtesy

All City employees are expected to behave in a professional, courteous, mature, impartial, and efficient manner, regardless of whether the employee is interacting with the public, fellow employees and colleagues, and any public official or appointee. Citizens evaluate City government performance based on observation of public employees. City employees should always strive to maintain the same level of polite courtesy and professionalism whether in responding to criticism or fulfilling a request for information.

Performance Counseling / Corrective Action

The orientation and on-boarding process, on the job learning, and job-specific resources such as this handbook are designed to establish performance expectations and outline workplace behavior guidelines. If, during the course of performing your job you are ever unsure of your work expectations, please ask. We want to help you be successful.

The City of Guyton expects all employees to uphold their commitments and meet the expectations set forth for them, including those in this handbook, those in their job description, and those expectations established verbally.

When performance concerns arise and expectations are not met, employees will generally, at the discretion of management, be given the opportunity to remedy performance problems.

Performance Counseling Progressive Steps

1. Performance concerns will typically be addressed verbally at first.
2. Should there be continued concerns regarding performance, a formal written counseling will be completed with goals and timeframes for corrective action.



3. If performance is not corrected, additional written counseling may be completed and the employee placed on a performance improvement plan as documented on their performance counseling documentation. Within this time period, the employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the supervisor and the organization. A performance improvement plan does not guarantee continued employment for the duration of the specified time period. An employee who has been counseled and is on a performance plan may be terminated at any time for any reason.
4. Management has discretion to engage in any level of performance counseling, up to and including suspension and termination, at any time based on the nature of the performance issue or concern. Furthermore, the City of Guyton subscribes to the policy of employment at will per the State of Georgia. Continued employment with the City is at the sole and exclusive option of City management and either management or the employee may terminate the employment arrangement at any time (with requested two weeks' notice from the employee).

By using a progressive counseling process, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and the City of Guyton.

Appeal Procedure

To ensure consistent treatment, all progressive counseling actions may be subject to appeal should an employee feel that he/she has been disciplined unjustly or too harshly.

1. An employee may appeal a written Performance Counseling in writing, to their Department Head, stating the specific basis for the employee's complaint and the specific relief desired.
2. The appeal must be submitted within ten (10) working days after receiving the disciplinary action. The time limit in which to file an appeal may be extended by the City Manager in connection with complaints of unlawful discrimination, harassment, or retaliation, or if necessary due to illness or other legitimate reasons.
3. The employee's Department Head will meet with the employee to discuss the specific appeal and explore next steps.
4. After considering all relevant information provided by the employee and conducting any additional investigation necessary, the Department Head should communicate a written decision to the employee. The decision of the Department Head is final. A copy of the appeal and the Department Head's decision, along with any supporting documentation, shall be sent to City Manager.
5. Any recommendation in a performance counseling process that would result in an employee being subject to demotion or termination must be made in writing and submitted for approval along with any supporting documentation to the City Manager prior to effecting the change with the employee.
 - The employee has the right to appeal such recommendation to the Mayor using



the same written appeal process. The Mayor and City Manager shall review the appeal and the Department Head's recommendation along with any supporting documentation provided and may conduct any further investigation deemed necessary in order to issue a decision. The Mayor may concur with the recommended action or impose a form of lesser discipline.

- Should the Mayor agree with the decision to proceed with demotion, the decision is final. Should the Mayor agree with the decision to proceed with suspension or termination, the employee may appeal to City Council and will be notified of the date of the hearing of the City Council. The employee may submit an additional written statement or further documentation for consideration by the City Council. Any statement or other documentation must be submitted within three (3) working days prior to the City Council hearing. It is incumbent upon the employee to demonstrate the reason that the recommended action should not be taken. The employee may be placed on unpaid leave from the date of the Mayor's decision through the date of the City Council's decision.

Employees may not appeal layoffs, reorganizations, restructuring, pay freezes, furloughs, or City Council actions.

Employment Concerns / Grievance Procedure

A healthy organization requires that employees freely and openly discuss concerns with their supervisors and management and commit to collaborative problem solving. The City of Guyton intends to respond effectively to employee concerns.

The City is no different than any other company in that occasional mistakes and/or misunderstandings will inevitably occur. When a problem arises, employees are encouraged to come forward and discuss their views openly and respectfully with their supervisor. In most situations, a collaborative resolution may be reached.

To foster sound employee-employer relations through communication and reconciliation of work-related problems, the City of Guyton provides employees with an established procedure for expressing employment related concerns. In situations where employees feel a complaint is in order, the following steps should be taken:

1. If an employee believes that he/she has a legitimate work-related complaint, the employee is encouraged to first attempt to resolve the issue(s) through discussions with his/her immediate supervisor.
2. If the situation is not resolved within a reasonable amount of time by the employee's direct supervisor, barring extenuating circumstances, it should be brought to the attention of the Department Head, in writing.
3. If the Department Head's response is not satisfactory, the employee should submit an



appeal of the Department Head's action or determination in writing to the City Manager or Mayor within ten (10) working days of receiving your Department Head's response (or if no response is received). The City Manager or Mayor may investigate the matter independently and will try to inform you in writing of his or her determination within ten (10) working days if he or she is in the office during that time. If you remain unsatisfied with the response you have received, you should submit a written appeal to the Mayor and City Council within ten (10) working days of receiving the City Manager or Mayor's response.

4. All those in the chain of command, including the employee, shall be dedicated to preserving the confidentiality and privacy of those involved to the extent feasible.

Communication Guidelines

General Guidelines

Open, honest, and respectful communication by all employees is essential in building trust, demonstrating respect and in producing success. To ensure we are all working together to meet objectives, City of Guyton employees are expected to respectfully and professionally communicate in all matters.

Workplace Technology & Telephone Use

As part of employment with the City of Guyton, team members may be provided access to a variety of network resources including email, the Internet, Local Area Network (LAN) resources including but not limited to printers, file shares, accounting software and other software systems or solutions. Appropriate use of all such resources by all personnel is expected at all times.

Any work conducted on behalf of the City of Guyton or via the City's computing and network resources shall be considered property of the City and should be consistent with the standards and mission of the City of Guyton and with this policy. Underlying this policy is the idea that each employee has a responsibility to use the City's information and technology resources in a manner that increases productivity, enhances our ability to perform our jobs, and is respectful of other employees and the needs of those we serve.

Expectation of Privacy

As the City of Guyton is a public entity, employees should have no expectation of privacy when using network resources including email, the Internet, or other systems. Email, Internet browsing history, and temporary Internet files may be reviewed by an employee's supervisor, City officials, or their designate at any time to ensure quality control, employee safety, and security. Because the City is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.



Etiquette

Appropriate network etiquette is expected at all times. At no time should activities of one employee preclude the use of computers, the network, or network connected systems by other users. Large downloads, print jobs, and other activities that may prevent the use of systems by others should be scheduled appropriately to reduce the impact on the business use of the systems for other users.

Passwords & Security

Appropriate security of network equipment and computer systems is imperative. Systems and system access should be secured and controlled such that only authorized users have access to appropriate systems to complete the requirements of their jobs.

1. Physical access to computer workstations, servers, printers, etc. should be limited to authorized personnel only. As much as possible, access to systems should be prevented by locked offices, locked network enclosures or other physical restrictions.
2. Access to network systems should be secured by individual username and password combinations that are not to be shared with other individuals. Personnel should be provided appropriate access to systems to perform the requirements of their job utilizing these unique username and password combinations and without requiring the knowledge of others network or system credentials. For critical access systems for which an employee may possess the only login credentials, passwords must be made available to the City Manager in the event of an emergency. Access to a system provided to service providers or technicians (e.g. remote assistance) utilizing credentials of City personnel should be monitored by that personnel.
3. Access to the City of Guyton network should be secure at all times. This includes wireless (WiFi) access as well as wired access. Vendors, customers, and the public should, at no time, be allowed to connect to the network via wireless or by physically connecting a LAN cable to their computer. All wireless devices and access points must utilize secure access and encryption with a minimum of WPA (WiFi Protected Access) protection measures.

Web Content

The City of Guyton relies on the good judgment of its team members not to access restricted content web sites on City equipment or during working hours via personal computers or phones. Team members may not use the City of Guyton equipment or resources for personal use or benefit without prior Department Head approval. Similarly, browsing the Internet for purposes other than that of fulfilling job requirements is highly discouraged.

City Email Addresses

Team members communicating using a City of Guyton email address are expected to



maintain professionalism at all times and respect that they are communicating on behalf of the City. As the City of Guyton is a public entity, employees should have no expectation of privacy when using network resources including email, which should therefore be reserved for business purposes. While occasional use of assigned email addresses may be convenient for employees to occasionally use for personal reasons, this should be in rare instances, never interfere with performing one's job, and with the understanding that these communications have no expectations of privacy.

Cell Phones

The use of cell phones should never interfere with performing one's job, respecting the time and space of others, or serve as a distraction to getting the work done or to observing safety practices. Employees should use breaks and lunches to make necessary personal calls. Always practice professional etiquette when on the phone, ensuring confidentiality at all times, never allowing cell phones to serve as a disruption.

City Issued Cell Phones

Certain positions such as Department Heads and full-time public safety staff shall be issued a smart phone by the City of Guyton. Other personnel may be issued a cell phone that provides basic voice communication functions. The City Manager will make the determination as to which employees, based on job requirements, require a traditional cell phone or a smartphone or neither.

Expectation of Responsiveness: Those employees for which a City cell phone is issued are in vital positions that occasionally require them to be in close contact as needed for City business. Employees issued a City cell phone are expected to be responsive to calls outside of regular business hours for emergent City matters.

Authorized Use: City provided cell phones should be used for city business. Occasional, infrequent use to make or receive personal calls is acceptable but should not be abused. Excessive use of a city provided phone for personal calls may result in the loss of privilege as well as potential adverse employment action.

Excessive Use: If the use of the city provided cell phone is excessive and exceeds plan limits, the employee will be counseled on this over use. Additionally, any personal use may be calculated and charged back to the employee through payroll deduction.

Installation of Apps: No apps should be installed on smartphones without first being authorized by the City Manager or his/her designee.



Social Media

The use of social media offers new ways to engage with the community and provide information regarding access to services at the City of Guyton. When engaging in social media, the lines between public and private, personal and professional are often blurred. Ultimately, **you are responsible for what you create and contribute, no matter the intent or technology.**

Only those officially designated may use social media to speak on behalf of or represent the City of Guyton in an official capacity. The City of Guyton social media sites are owned and/or managed by the City of Guyton and not by any employee tasked with managing them. **Engaging in social media communication while identified as an employee of the City of Guyton requires exhibiting the same performance standards and values as when at work.**

Nothing in this policy is intended to restrict or interfere with your rights under applicable federal, state, and local labor and employment laws, including, but not limited to, the National Labor Relations Act.



Personal Visits & Telephone Calls

While the City of Guyton is understanding of and compassionate with its employees when the unexpected occurs, disruptions during work time can lead to errors, delays, and negatively impact our work. Therefore, we ask that personal telephone calls be kept to a minimum and only be made or received after working time or during lunch or break times.

For safety and security reasons, employees are prohibited from having family members or personal guests remain on site during work hours.

Solicitation and Distribution

To ensure a productive and harmonious work environment, persons not employed by the City of Guyton may not solicit or distribute literature in the workplace at any time for any purpose.

Solicitation by employees is prohibited when either the employee soliciting, or the employee being solicited is on working time.

For reasons of cleanliness and safety, employees are prohibited from distributing literature except in nonworking areas during nonworking times.

Confidentiality

During the course of performing your job, you may be privy to confidential information regarding the City of Guyton business and its customers. Every employee is personally responsible for protecting the property entrusted to them. To do this, employees should be aware of and understand the City's assets and confidential information. All employees should be alert to any situations or incidents that could lead to the loss, misuse or theft of the City's property, particularly intellectual property. All employees should report all such situations to the City Manager as soon as they come to their attention.

Employees who improperly use or disclose confidential business information will be subject to disciplinary action, up to and including immediate termination of employment, even if they do not actually benefit from the disclosed information. It is critical for all employees to understand the proprietary nature of this information and uphold confidentiality in all business matters relating to the City of Guyton, including never disclosing, modifying, disseminating or using City information.

Conflict of Interest & Business Ethics

The successful business operation and reputation of the City of Guyton upholds all principles of fair dealing and ethical conduct of our employees. The City of Guyton will comply with all applicable laws and regulations and expects employees to conduct business in accordance with



the letter and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

Outside Employment

Employees are discouraged but not restricted from engaging in other employment during their off-duty hours. However, City employment shall be considered the primary employment and no employee may engage in outside employment which would interfere with the interests of the City.

Conflicts of Interest

It is the City of Guyton's policy that all employees avoid any conflict between their personal interests and those of the City of Guyton. **No employee shall knowingly:**

1. Engage in any business or transaction or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of that person's official duties or which would tend to impair the independence of that person's judgment or action in the performance of that person's official duties.
2. Engage in or accept private employment or render services for private interest when such employment or service is incompatible with the proper discharge of that person's official duties or would tend to impair the independence of that person's judgment or action in the performance of that person's official duties.
3. Disclose personal information, including information obtained at meetings which are closed pursuant to Chapter 14 of Title 50 of the Official Code of Georgia, concerning the property, government, or affairs of the governmental body by which that person is engaged without proper legal authorization or use such information to advance the financial or other private interest of that person or others; or
4. Accept any valuable gift, whether in the form of service, loan, thing, or promise, from any person, firm, corporation, or entity, which to that person's knowledge is interested, directly or indirectly, in any manner whatsoever, in business dealings with the governmental body by which that person is engaged. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, nor to prohibit relations, nor to prohibit employees from obtaining loans from regular lending institutions. It is particularly important that City inspectors, contracting officers, and enforcement officers guard against relationships which might be considered as evidence of favoritism, coercion, unfair advantage or collusion. Violations of this policy will result in disciplinary action.

Disclosure

Any employee who shall have any financial interest, directly or indirectly, in any contract or matter pending before or within any department of the City shall disclose such interest to the City Manager, Mayor and City Council.



Recording Devices

Unauthorized possession and use of recording devices by City employees on City premises or in City vehicles are prohibited. Violation of this provision may be considered insubordinate activity, and is subject to disciplinary action, including terminations.

Political Activity

In upholding fair and equitable employment practices and our code of ethics, no City employee shall be appointed, promoted, demoted, favored or discriminated against with respect to employment because of their political opinions or affiliations.

Because part of our roles with the City of Guyton involve working with elected officials, and in many cases the election process of elected officials, the following policies regarding political activity are clarified:

1. No employee may attempt to use their position with the City of Guyton to influence the vote or political action of any individual.
2. Nothing in this handbook or policy is intended to affect the right of an employee to contribute to, hold membership in, serve as an officer or, or support a political party, vote as they choose, support or campaign for City, County, State or National political candidates, express privately their opinions on all political subjects and candidates, maintain political neutrality or attend political meetings.
3. No City employee may campaign or solicit contributions for any political organization, party or candidate during the hours of their employment with the City of Guyton.

Exception

Any City employee who, as a normal and foreseeable incident to their principal job or position, performs duties in connection with an activity financed in whole or in part by federal loans or grants comes under the Federal Hatch Act which prohibits the following:

1. Use of official authority or influence for the purpose of interfering with an election or nomination for office or of effecting the results thereof;
2. Directly or indirectly coercing, attempting to coerce, commanding or advising any other state or local officer or employee to pay, lend, or contribute any part of their salary or compensation or anything else of value to any party, committee, organization, agency, or person for political purposes;
3. Active participation in political party management or in political campaigns;
4. Being a candidate for elective office in a partisan election.

City Elective Office

No City employee shall hold an elective office as a member of the governing authority or any appointed position with the City of Guyton government (i.e., Planning Commission, Historic Preservation Commission, etc.), nor shall they solicit any contributions or assessments or



services, nor publicly endorse any candidate for any City elective office during hours of employment with the City.

No employee of the City shall continue in such employment upon election or appointment to any public office or position which is inconsistent, incompatible, or in conflict with the duties of the City employee. Such determination shall be made by the Mayor and City Council either immediately upon election, appointment, or at any time such conflict may arise.



Position Classification, Timekeeping & Pay Practices

Pay Practices

At the City of Guyton, we uphold fair and equitable compensation practices for all employees. Rates of pay will be established upon hire according to position requirements and clarified in offer letters. Compensation increases will be considered throughout employment, per budget and individual performance.

Position Classification Plan

A Position Classification Plan is a systematic framework that organizes job positions into groups based on similarities in duties, responsibilities, requirements, and therefore compensation.

The Mayor is responsible for preparing and maintaining the official, up to date Position Classification Plan for all City positions, which will be submitted to the City Council for approval. Such plan may apply to all employees of the City and any of its agencies, departments, boards, commissions, or authorities. (City Charter § 3.14). The official Plan will include a current list of class titles and class specifications. A copy of the official plan will be available for inspection by the public under reasonable conditions during business hours.

A critical component of an accurate position classification plan is the creation and maintenance of up to date job descriptions for all positions. The City Manager will work collaboratively with Department Heads to ensure that job descriptions are kept up to date per changing business needs of the City. Should a position have changes of substance that may alter its classification, such information must be submitted to the Mayor for review and approval by Council. Using up to date job descriptions, the City Manager will periodically request an independent review of classification and compensation plans in order to remain aligned with local and regional market wages.

Classification Appeals

If an employee has facts which indicate that the employee's position is improperly classified, the employee may, with the knowledge of their Department Head, request the City Manager to review the classification of the employee's position. Such requests shall be submitted in writing and shall contain a statement of justification. If not resolved to the employee's satisfaction, the employee may appeal to the Mayor.

Timekeeping

Federal and State laws require us to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is time actually spent on the job performing assigned duties. This does not include time traveling to and from work.



Non-Exempt (Hourly) Employees

- Non-exempt employees must record their actual time worked for payroll purposes, including the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason.
- Non-exempt employees may not start work until their scheduled starting time.
- Non-exempt (hourly) employees are expected to follow their work schedule and track their time worked in order to calculate pay accurately and will be paid for hours worked including overtime (which must be approved in advance).

Exempt (Salaried) Employees

- Exempt employees are required to record their daily work attendance and report full or half days of absence from work for reasons such as leaves of absence, sick leave or personal business.
- Full-time, exempt (salaried) employees are paid on a flat basis, understanding their actual hours, per work demands, may fluctuate. Full-time, exempt (salaried) employees do not “bank” worked time or track “comp time” according to FLSA definitions of exempt status.

It is the employee's responsibility to sign or digitally sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a Supervisor, who will attempt to correct legitimate errors in collaboration with payroll.

Altering, falsifying, or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Compensation Plan (Pay Ranges)

The Mayor, in collaboration with the City Attorney and City Manager, shall create and maintain a City of Guyton Compensation Plan which shall be applicable to all positions on the Position Classification Plan. Each position shall have an associated salary range to determine compensation.

The Mayor shall occasionally review and update the Compensation Plan in alignment with the Position Classification Plan. Each established salary range shall include a minimum and a maximum salary rate and employees shall be paid at a rate of pay within the pay range of the position they hold. The City Manager will report any exceptions to the compensation plan in writing to the Mayor, who may make recommended actions to the governing authority.

Employee Payday

Employees are paid every other Friday. If a payday falls on a holiday, all employees will be paid on the following regular business day. Each paycheck will include earnings for all work



performed through the end of the previous payroll period.

Direct Deposit

As a service to team members, the City of Guyton offers direct deposit of pay into individual checking or savings accounts. To participate, a team member's bank or financial institution must be a member of the National Automated Clearing House and be capable of receiving and processing electronically transferred funds. Team members must complete an authorization agreement and furnish their correct account number and routing number to enroll in direct deposit.

Paychecks / Payroll Deductions

Payroll stubs itemize deductions made from gross earnings. By law, the City of Guyton is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments.

Every employee must fill out and sign a federal withholding allowance certificate, IRS Form W-4, on or before his or her first day on the job. This form must be completed in accordance with federal regulations. Mandatory deductions, such as federal taxes (e.g., Social Security FICA) and applicable city and state taxes will be made from every employee's wages per their withholding selections and as required by law.

Every employee will receive an annual Wage and Tax Statement, IRS Form W-2, for the preceding year on or before January 31. Any employee who believes that his or her deductions are incorrect for any pay period, or on his or her W-2, should check with management immediately. You will be given time to do this during the workday.

Paid Time Off benefits will be reflected on employee pay stubs. In alignment with the Paid Time Off section of this handbook, employees requesting time off must refer to their pay stub to ensure the request is context of their available time off benefits.

Garnishment of Wages

We hope you manage your personal affairs such that this does not occur, but the City of Guyton may be required by law to recognize certain court orders, liens, and wage assignments requiring garnishment of your wages. When the City of Guyton receives a notice of a pending garnishment or wage assignment, your supervisor will discuss the matter before involving payroll parties, and you will be notified of the garnishment. Forms and paperwork should be completed and submitted within the allotted time frame. Payroll will process the garnishment and begin to deduct funds from your paycheck when the appropriate agency serves notice to do so. Pursuant to the Consumer Protection Act, if your earnings are garnished for more than one indebtedness, this may be cause for dismissal, and forfeiture of your unemployment



benefits.

If the employee believes he or she has been subject to any improper deductions, the employee should immediately report the matter to the City Manager for resolution.

Salary Advances

The City of Guyton does not permit advances on paychecks or against accrued paid time off.

Overtime

Periodically, in order to meet the demands of our positions, additional work may be required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work of non-exempt employees if necessary. Efforts will be made to provide employees with adequate advance notice in such situations. Department heads are responsible for assuring that required overtime is distributed among employees on as equitable basis as the skills of their employees and department needs and the welfare of the employees will allow.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) his/her normal hourly wage for all time worked in excess of forty (40) hours each week, unless otherwise required by law. Overtime for police officers is based upon hours worked in excess of eighty-six (86) hours during any two (2) week pay period.

Employees may work overtime only with prior management authorization. At management's discretion, an employee's work schedule may be adjusted during a workweek to avoid overtime.

For purposes of calculating overtime for non-exempt employees, the Department Head will define the workweek according to the Department needs (for example, begins at 12:01a.m. on Monday and ends at midnight on the following Sunday night).

Only hours worked are factored into overtime, not hours for Paid Time Off (PTO).

Salary Considerations

Merit Increase

Employees who consistently meet all performance requirements of their position and receive a positive performance evaluation by their Department Head may be eligible to receive a merit increase to their annual base salary, as follows:

- All regular full-time and part-time employees that have been employed for 12 months will be eligible for a merit increase;
- Merit increases are dependent on the City's annual budget;
- Any budgeted merit increases will depend upon the performance evaluation rating of the employee;



- When City budgets allow for merit increases, Department Heads shall evaluate the distribution of funds according to employee performance evaluations and submit all recommendations to the governing authority, who must approve any merit increases before such increases are effective;
- The first payroll period following the twelve (12) month review period shall be the eligible date of any merit increase.

Temporary Pay Increase

Occasionally, employees may be asked to take on additional duties to assist the City during staffing changes. Should an employee be required to perform work in a higher classified position or be assigned additional work due to changes in staffing which significantly increase the employee's responsibilities on a temporary basis, the following shall apply:

- Acting in the Capacity of a Higher-Level Position: An employee performing temporarily the duties of, and acting in the capacity of, a higher-level position for at least three weeks shall receive a temporary salary increase of five (5%) percent. The salary increase shall be retroactive to the onset of the assumption of duties.
- Assignment of Additional Duties and Responsibilities. An employee who is assigned and required to perform extraordinary and significant additional duties and responsibilities on a temporary basis in his or her current classified position shall receive a temporary salary increase of between one percent (1%) and ten percent (10%) up to the maximum period of one (1) year, if the additional responsibilities occur for more than three (3) weeks for non-shift-work employees or four (4) successive shifts for shift work employees. The salary increase shall be retroactive to the onset of the assumption of duties. The Department Head and City Manager shall consider the following in order to propose the temporary pay increase to the Mayor:
 1. Nature of the duties to be performed;
 2. Responsibility of the position held to include supervision of additional employees or projects;
 3. Subject matter or nature of the work to be performed relative to the employee's prior duties;
 4. Training requirements needed to perform the additional duties and responsibilities;
 5. Duration of the work to be performed;
 6. The experience and performance of the particular employee who is to receive the temporary pay increase;
 7. Time requirements demanded by the additional work; and
 8. Additional duties are generally considered to be outside the normal duties.
 9. Changes in duties and requirements during the time the employee is performing them may result in increases or decreases to the percentage of temporary pay.



Salary Changes With Promotion / Demotion / Transfer

The City of Guyton believes in the professional development of our employees and works to promote from within whenever possible. Employees promoted to a new position with a higher pay classification will receive a salary increase according to experience, skills and qualifications, at least to the minimum of the new salary range.

Employees demoted to a position having a lower rate of pay will receive a decrease in salary only if their current pay rate is more than the maximum of the pay range for the lower position.

Employees transferring to another position whose pay is within the range of the new position will typically not receive an adjustment to salary. However, adjustments of up to 5% may be made if the employee's rate of pay is not at the minimum of the new range.

Compensation & Process for Serving as a Witness

An employee required by a federal or state subpoena to attend court, grand jury or inquest call by the coroner or to be a witness on behalf of the City concerning job related duties in any penal or civil action, shall be compensated according to this process:

1. Employees must notify their supervisor as soon as possible upon receiving the order to appear in court, at least 24 hours' notice whenever possible
2. Non-exempt employees will be paid their regular rate of pay according to the hours required and hours served outside their regular work schedule shall be considered working hours when calculating overtime.
3. Exempt employees will be paid as normal for the time serving in this capacity.
4. A mileage allowance will be provided for distances to and from the employee's usual place of employment to the place where the testimony is to be given. No mileage allowance will be provided when the employee is operating a City-owned vehicle.
5. Employees must provide a copy of their notice to appear / subpoena with dates and times served.
6. No employee may claim or receive more than one witness fee per day regardless of the number of subpoenas which the employee may have received.
7. In addition to the employee's regular and overtime pay, any employee ineligible to receive a state authorized witness fee under O.C.G.A. § 2-10-27 shall be paid an additional \$25.00 for appearance on behalf of the City before any court, the grand jury or a coroner's inquest.

Reimbursement for Moving Expenses

When relocation is required to recruit and select qualified employees as determined by the governing authority, reimbursement for moving expenses, or an allowance for such, may be included in the offer letter, along with terms, to new employees.



Call-back Pay

Non-exempt employees required to return to work following the completion of a normal work shift will be paid a minimum of two hours pay. This provision will not apply to the extension of a normal work shift.

Emergency Pay

A reality of living near the Georgia coast means we are occasionally subject to severe weather. The safety of all employees is of utmost importance to us and the City of Guyton will monitor weather information and instructions provided by local and state agencies during inclement weather in order to make prudent decisions regarding closures.

In a declared State of Emergency that directly impacts or affects the City of Guyton, when announced by the President of the United States, Governor of the State of Georgia, or the governing authority of Effingham County, Georgia, City employees will be paid as follows:

VOLUNTARY EVACUATION	
Full-Time Exempt (Salaried)	Full-Time Non-Exempt (Hourly)
With approval of supervisor, may choose to leave work to evacuate and use accrued PTO or take authorized leave without pay to substitute for the regularly scheduled time not worked. <i>Expected to be available to check-in during this time for communication updates and other City business needs.</i>	With approval of supervisor, may choose to leave work to evacuate and use accrued PTO or take authorized leave without pay to substitute for the regularly scheduled time not worked.
MANDATORY EVACUATION	
Full-Time Exempt (Salaried)	Full-Time Non-Exempt (Hourly)
With approval of supervisor, may choose to leave work to evacuate and will be paid for their regularly scheduled time not worked for the duration of the mandatory evacuation order. <i>Expected to be available to check-in during this time for communication updates and other City business needs.</i>	With approval of supervisor, may choose to leave work to evacuate and will be paid for the duration of the mandatory evacuation order for the days the day(s) and hours they would normally be scheduled to work.



WORKING DURING AN EVACUATION	
Full-Time Exempt (Salaried)	Full-Time Non-Exempt (Hourly)
Exempt employees, except City appointees and Department Heads, required to work will be paid Emergency Pay at their computed hourly rate for all hours in excess of fifty (50) hours worked in a pay period during the mandatory evacuation.	<p>Non-exempt employees required to be on the job during a mandatory evacuation under a declared State of Emergency shall be paid emergency pay for all hours worked.</p> <ul style="list-style-type: none"> Emergency pay is paid at the premium rate of one and one-half times the employee's regular rate of pay. Overtime is paid at one and one-half times the Emergency Pay Rate.
	A non-exempt employee who is not scheduled to work but works after being requested to do so by his or her supervisor during a mandatory evacuation shall be paid emergency pay.
IF A CITY FACILITY IS CLOSED BY ORDER OF THE MAYOR FOR AN EMERGENCY	
Full-Time Exempt (Salaried)	Full-Time Non-Exempt (Hourly)
Employees assigned to that location may work from an alternate location until the facility is reopened or relocated or discuss other options with their supervisor. Depending on the nature of the emergency, employees may be paid during the closure, may be paid emergency pay if working, or may be eligible to take time off using available PTO. The City Manager will make this determination based on the nature of the closure and expected duration.	Employees assigned to that location may work from an alternate location until the facility is reopened or relocated or discuss other options with their supervisor. Depending on the nature of the emergency, employees may be paid during the closure, may be paid emergency pay if working, or may be eligible to take time off using available PTO. The City Manager will make this determination based on the nature of the closure and expected duration.

All employees are asked to monitor City communications for updates regarding the status of returning to work. When conditions warrant returning to work, this will be communicated via City communication updates and employees will be expected to make reasonable efforts to get to work. Returning to work when it is safe to do so after an evacuation closure often means there is much work waiting for us to serve our community. Therefore, the expectation is that employees return to work when the City re-opens for employees.

Employees unable to arrive for work once announced to return will be required to use PTO. If no PTO time is available, non-exempt employees will not be paid for the day. All employees



who are unable to report to work should call their immediate supervisor and report their absence with as much advance notice as possible prior to the start of their work day.

Time absent from work due to inclement weather is not counted as hours worked when computing weekly overtime.

Business Expense Reimbursement

Any employee who is required to travel outside of the City of Guyton on official business shall first have the travel approved by his or her supervisor, and for overnight trips, also by the City Manager. Employees are expected to exercise restraint and good judgment when incurring expenses. Employees will be reimbursed for reasonable, pre-approved expenses incurred in the course of business per the government's US General Service's Administration per diem guidelines for domestic travel <https://www.gsa.gov/travel/plan-book/per-diem-rates> .

Employees must follow these processes for travel expense reimbursement:

1. All requests for travel shall be submitted through Department Heads.
2. Employees should strive to use City-owned vehicles for transportation, if possible; in the event the employee uses his or her personal vehicle, the employee shall be reimbursed for mileage at the current Federal rate. Employee travel by air or bus transportation, if necessary, shall be arranged and paid by the City Clerk.
3. Reimbursement for meals shall be equal to the per diem amounts prescribed by the United States General Services Administration for the appropriate locale.
4. Per the USGSA per diem guidelines, when travel is more than 12 hours and overnight lodging is required (or at the approval of their supervisor), employees are reimbursed for the actual lodging cost per approved rates. Employees should make every effort to arrange accommodations in hotels or motels with moderate rates or in hotels or motels offering government rates within USGA per diem guidelines.
5. Miscellaneous expenses such as taxi fare, parking charges, etc., will be reimbursed on an actual cost basis. Receipts are generally not required.
6. If authorized to use a City credit card, employees are encouraged to pay for travel expenses with such card to facilitate accounting and auditing.



Employee Time Off & Benefits

Holidays

The City of Guyton recognizes and will grant paid holiday time off to all regular, full-time employees for the designated holidays listed below:

- New Year's Day
- Martin Luther King, Jr. Day
- Good Friday (Friday before Easter Sunday)
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

Holiday Pay Procedures

1. When a Holiday falls on a Sunday it will be observed on the following Monday.
2. If the Holiday falls on a Saturday, it will be observed on the preceding Friday for employees who normally work weekdays.
3. Police officers and others who have irregular shifts will celebrate the designated day as directed by the City Manager.
4. Holidays which occur during an employee's leave will be paid as holiday for eligible employees and not from their leave.
5. Holiday pay will be paid per the number of duty hours regularly scheduled.
6. Non-exempt employees who are required to work on a holiday shall be paid at a rate of one and one-half (1 ½) times their regular rate of pay. For personnel working on shifts, the holiday will be observed from the Day Shift beginning on the holiday.

Paid Time Off (PTO) & Benefits

The City of Guyton recognizes we all need opportunities to enjoy time away from work and we all have personal needs that occasionally impact our work obligations. All regular, full-time employees will be granted paid time off (PTO) on an annual basis once they fulfill their introductory period. **The PTO "bank" is to be used for sick days, vacation, personal days, and other requests to be absent from work.** Please keep in mind attendance expectations and refer to the Attendance section of this handbook.



PTO Eligibility & Accrual

Full Time Employment	Annual PTO Accrual
Greater than 90 days & fulfillment of the introductory period - less than 1 year	7 days
2-5 years employment	15 days
6-10 years employment	20 days
11-20 years employment	25 days
21+ years employment	30 days

Using PTO

1. Regular, full-time employees begin accruing PTO upon completion of the introductory period. The full annual number of eligible hours will be available upon eligibility.
2. The City encourages all eligible employees to use their benefit of the paid time off away from work.
3. Employees that have used at least 40 hours of PTO throughout the year may carry over up to 40 hours of unused PTO at the end of the year. In addition, note the option for PTO “sell back” in the next section.
4. Exempt employees may take half days (4 hours at the time) of PTO. Non-exempt employees may request days off only in full days.
5. Upon voluntary resignation or retirement from the City, up to 40 hours of unused PTO may be paid out, assuming the employee has fulfilled an adequate notice period. Upon involuntary separation from the City (termination for cause), unused PTO is forfeited.

Requesting Time Off

1. Whenever possible, days off must be scheduled in advance. The City of Guyton requires at least two (2) weeks’ written notice unless there is an emergency.
2. All time off requests should be submitted in writing using the Time Off Request form/process. **It is the responsibility of each employee to verify that they have accrued the requested time off before submitting a time off request.**
3. Days off are subject to approval based on staffing needs.
4. While we do our best to accommodate all vacation requests, there are times when business needs dictate our schedule in order to be responsive to City needs. Vacation requests are subject to management approval.
5. If an employee has exhausted their PTO, they may submit a request to their supervisor requesting days off without pay, including a reason for the requested absence. If approved, these days will be unpaid.
6. If for any reason an employee is unable to be at work due to illness, the employee must notify their direct supervisor as soon as possible. This policy applies for each day of his or her absence. More information may be found in the Attendance section of this handbook.



PTO “Sell Back”

Employees with PTO time remaining at the end of the year may have the option to “sell back” those days to the City and receive compensation instead of paid time off. Up to eighty (80) hours (or 86 hours for police personnel), of unused PTO may be requested for Sell Back each calendar year if the following conditions are met:

1. Forty (40) hours of Paid Time Off (36 hours for police personnel) has been used by the employee during the previous twelve (12) months;
2. The total number of hours requested to sell back is less than the total number of hours of accrued annual leave on the date of the request (an employee may not request to sell back more hours than they have accrued);
3. The request must be made in writing to the Department Head.

Upon written request prior to a notice of termination, an employee may also be permitted to use up to forty (40) hours of unused PTO to repay the City for any just debt owing to the City for which a payroll deduction would be authorized. The use of PTO to pay the debt shall be in lieu of a cash payment or payroll deduction from the employee’s earnings.

Health Insurance

After 30 days’ employment, full-time employees are eligible to choose to participate in the City of Guyton's health, vision and dental insurance programs at a discounted group rate for employees. Insurance plan options also include life, accidental death and dismemberment, and long-term disability insurance coverage as prescribed by the governing authority. Employees will be responsible for a portion of the costs of these benefits as determined by the governing authority.

Upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail, along with enrollment instructions and the costs to the employee.

Health Insurance offerings may change over time and nothing in this handbook guarantees availability of any specific benefit plans.

Pension/Retirement Benefits

Employees may be eligible for retirement benefits under the City Pension Plan. Additional information will be provided to employees upon eligibility.

Family Medical Leave Act (FMLA)

Family medical leave provides eligible employees with an unpaid leave of absence that may be taken for certain reasons relating to medical conditions or family responsibilities. To qualify to take family or medical leave under this policy, the employee must meet ALL of the following conditions:



- 1) The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive.
- 2) The employee must have worked at least 1,250 hours for the City during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave.

Type of Leave Covered

To qualify as FMLA leave under this policy, the leave must be for one of the reasons listed below:

- 1) **The birth of a child** and in order to care for that child, **or the placement of a child for adoption or foster care** and to care for the newly placed child.
- 2) **To care for a spouse, child or parent with a serious health condition.** Spouse is defined as per a legal marriage in the state in which the marriage was entered into. The City will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay
- 3) **A serious health condition of the employee** that makes the employee unable to perform the functions of his or her position. The City will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay.
- 4) **Qualifying exigency leave for families of members of the National Guard or Reserve or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.** The City will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay.

Such leave may be taken intermittently or on a reduced schedule, if medically necessary. This means, where appropriate, taking leave in blocks of time, or by reducing the normal weekly or daily work schedule, so long as FMLA leave does not exceed a total of (12) twelve weeks during the calendar year.

FMLA for Employed Spouses

- A husband and wife who are eligible employees are limited to a combined total of twelve (12) weeks leave in any calendar year for the birth or care of the employee's child, for placement or care of an adopted or foster child, or to care for an employee's parent with a serious health condition.
- If one spouse is ineligible for the leave, then the other spouse, who is an eligible employee, is entitled to the full twelve (12) weeks of leave.

Designation of FMLA Leave

The Department Head or appointing authority, after consultation with the City Manager, will



determine when leave is to be counted as FMLA based on medically certified information received from the employee or the employee's spokesperson. Notice of the designation shall be provided in writing to the employee within two (2) working days, absent extenuating circumstances, of acquiring knowledge that the leave is being taken for family and medical leave reasons.

Retroactive Designation

If the reasons for taking sick leave are made known and qualify for FMLA leave after the paid leave has begun, but before the employee returns to duty, the entire or some portion of the paid leave period may be retroactively designated as FMLA leave to the extent that the paid leave period qualifies as family and medical leave.

Leave may not be designated retroactively as FMLA leave after the employee returns to work, except as follows:

- When an employee is absent for a short period of time and the reason for the absence is not known until after the employee returns to work; or
- When the reason for the leave cannot be confirmed as qualifying as FMLA leave, or when a requested medical certification or recertification has not been received, in which case, a preliminary designation may be made and finalized when the requisite information is available.

Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the Department Head at the earliest possible time.

1. Within five business days after the employee has provided this notice, the City will complete and provide the employee with the DOL Notice of Eligibility and Rights.
2. When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice.
3. Within five business days after the employee has submitted the appropriate certification form, the City will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

Denial and Appeal of FMLA Requests

An employee whose application for FMLA leave has been denied shall be notified in writing of the reasons for the denial, of the right of appeal within three (3) working days to the Department Head or appointing authority, including providing all supporting documentation, and that failure to respond in a timely manner will result in forfeiture of any further right of appeal. The employee's response must be in writing.

The Department Head or appointing authority shall review the employee's information and issue a final determination within three (3) working days to include the reasons for the denial,



of the right of appeal within three (3) working days to the Department Head or appointing authority, including providing all supporting documentation, and that failure to respond in a timely manner will result in forfeiture of any further right of appeal. The employee's response must be in writing.

The City Manager shall review the record and issue a final determination within three (3) working days following receipt of the appeal. The decision of the City Manager shall be binding on the employee, the Department Head and the appointing authority.

The City Manager may extend the time limits herein when more time is needed to gather additional supporting documentation to make a determination.

Intermittent Leave or Reduced Leave Schedule

The employee may take FMLA leave in 12 consecutive weeks, or in certain certified circumstances, may use the leave intermittently (taking days periodically when needed over the year).

Leave taken after the birth or placement of a child for adoption or foster care may not be taken on an intermittent basis or on a reduced leave schedule without approval of the Department Head or appointing authority.

Leave taken for a serious health condition of the employee or an employee's immediate family member may not be taken on an intermittent basis or on a reduced leave schedule unless medically necessary.

An employee may be transferred temporarily to an available position for which the employee is qualified, that has equivalent pay and benefits, and that better accommodates recurring periods of absence.

Medical Certification

Each designation of leave as FMLA leave for a serious health condition of the employee or the employee's immediate family shall be supported by a medical certificate issued by a health care provider attending the seriously ill person. Additionally, foreseeable family and medical leave may be delayed until proper certification is provided.

Health Coverage During FMLA

- **Continuation:** Benefits to eligible employees covered by the City's group health plan shall continue for the duration of the leave at the same level and under the same conditions as if the employee was still at work.
- **Payment of Premiums:** The employee is responsible for payments, if any, owing to the group health plan during the leave period. Health benefits may be canceled when the



employee's payment is more than thirty (30) days late and the employee has been given fifteen (15) days written notice of the impending cancellation.

- Recoupment of Premiums: The City may recover its share of health plan premiums during any period of FMLA leave not covered by paid leave if the employee fails to return to work after FMLA entitlements have been exhausted or expires, unless the reason the employee does not return to work is due to:
 - The continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member, which would otherwise entitle the employee to leave under FMLA; or
 - Other circumstances beyond the employee's control, such as caring for a seriously ill family member, in which case the employee shall provide a medical certification of such illness within thirty (30) days of the request for such certification from the City.

Other Terms of Leave

- An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all Paid Time Off (PTO) leave prior to being eligible for unpaid leave.
- Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.
- An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the City's sick leave policy) prior to being eligible for unpaid leave. All leave taken will be counted toward the required 26-week entitlement.

Intent to Return to Work from FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, the City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work. The Department Head will periodically touch base with employees on leave to check-in with them.

Return to Work After FMLA

An employee who returns to work for at least thirty (30) calendar days, or shift equivalents, shall be deemed to have "returned" to work for FMLA purposes. An employee who transfers directly from taking FMLA leave to retirement or who retires within the first thirty (30) days after returning to work also is deemed to have "returned" to work. However, an employee who resumes the duties and responsibilities of his or her position shall furnish a health care provider's written statement of release to return to work. The statement shall include any limitations or restrictions in ability to perform the employee's duties and responsibilities.



An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from a health care provider.

1. On return from FMLA designated leave, the employee will be reinstated to the same position the employee held when leave commenced, or to an equivalent position with the same pay, benefits, and other terms and conditions of employment.
2. If the employee is unable to perform an essential function of the employee's former position because of a physical or mental condition, the employee may not be restored to the same or equivalent position unless the nature of the illness is a disability for which reasonable accommodation may be required by federal or state law.
3. Employees who are salaried and who are among the highest paid ten percent (10%) of all City employees may be denied job restoration when necessary to prevent substantial and grievous economic injury to the business operations of the City unless the nature of the illness is a disability for which reasonable accommodation may be required by federal or state law.
4. If an employee's performance review date occurs during a long term FMLA leave period, the employee must not be evaluated until the employee returns to work. The performance review will be completed within the first thirty (30) days upon the employee resuming his or her job responsibilities. This paragraph shall not apply to intermittent leave or reduced schedule leave.
5. If an employee fails to return to work from FMLA leave after the allowed twelve (12) weeks of leave have been taken, the employee may be subject to lay-off.

Other Types of Leave

Personal Leave

Employees who need a leave of absence for health-related or personal reasons and who are not eligible for leave under any other leave policy may submit a written request for personal leave to the City Manager after discussing with their Department Head. The request for leave must be submitted as soon as practicable after the need for leave becomes known. The request for personal leave will be considered in light of all relevant circumstances, including the business needs of the City, the City's ability to cover the employee's work during the employee's absence, the employee's length of service, and the employee's performance while on the job.

1. If a personal leave is granted, it will be for a fixed duration (which must be specifically requested and justified by the employee), not to exceed 60 days.
2. Once a personal leave has been granted in writing, the employee no longer needs to comply with the City's general "call-in" requirement for absences for the remainder of the approved leave.
3. Discretionary leave is unpaid, but an employee must use any available but unused paid time off (PTO) at the outset of the personal leave.



4. The City will make a good faith effort to reinstate an employee returning from personal leave to his or her pre-leave position or to another position for which the employee is qualified, but the City does not guarantee reinstatement from a personal leave.
5. The City reserves the right to require a fitness-for-duty certification from a health care provider as a condition to reinstating an employee from a leave due to the employee's own health condition.
6. An employee who is unable to return to work at the end of an approved personal leave but who does expect to be able to return to work after an additional fixed period of time may, before the expiration of the approved personal leave, request in writing an extension of the personal leave for a specified period of time, not to exceed 60 days. This request should be made as far in advance of the expiration of the approved personal leave as is practicable under the circumstances. A request for an extension of personal leave will be considered in light of all relevant circumstances.

Parental Leave

The City of Guyton offers all full-time employees that have worked for the organization for at least twelve 12 months up to six weeks unpaid parental leave after the birth or adoption of a child.

Administrative Leave

Administrative leave with pay is leave that is ordered by a Department Head or appointive officer and confirmed by the Mayor, to meet a need of the City. An employee may be ordered to be absent from the workplace, with pay, while internal investigations are being conducted, while awaiting further communications or hearings, or under any other conditions where the City Manager deems administrative leave appropriate. Administrative leave constitutes a suspension, and any director, officer, or employee placed on administrative leave shall have a right to appeal such action to the City Council, which, after a hearing, may override the Mayor's action by a vote of three (3) council members. See City Charter § 3.10 (e)

Jury Duty

The City of Guyton supports the civic duty of all employees. The City of Guyton will grant employees time off for mandatory jury duty or court appearances as a witness when the employee must serve or is required to appear as a result of a court order or subpoena. Employees called upon to serve on jury duty are eligible to receive full pay for regularly scheduled hours. The check from jury duty service must be endorsed and sent to the Chief Financial Officer, whereupon the employee will receive normal salary for that pay period. Time paid for jury duty is not counted as time worked for overtime purposes. Employees should notify the City Manager immediately when a jury summons is received so that proper arrangements can be made for the employee's absence.



Bereavement Leave

In the unfortunate event that an employee suffers the loss of an immediate family member (defined per this policy as spouse, child, sibling, parent, grandparent, or step relations or in-laws of the same), the employee will receive three (3) paid days off without impact to their paid time off balance. If additional bereavement time is requested, employees may be granted a personal leave of absence with or without pay, at the discretion of management.

In the unfortunate event that an employee suffers the loss of a relative not in the immediate family (as described above), the employee will receive one (1) paid day off.

Pay will be made at the team member's regular rate of pay.

Voting Leave

In accordance with Georgia law (O.C.G.A. § 21-2-404), the City of Guyton provides employees up to two hours off to vote in any election for which they are registered and qualified. This law does not apply if the employee begins work more than two hours after the polls open or leaves work more than two hours before the polls close.

Military Leave

The City of Guyton supports and appreciates our men and women in the military. Unpaid military leave is granted to any regular full or part-time employee for training and service performed by an inductee, enlistee or reservist, or any entrant into a temporary component of the Armed Forces of the United States according to all guidelines of the Uniformed Services Employment and Reemployment Rights Act (USERRA). While an employee is on military leave of absence, the City does not pay wages; however, the employee can use accrued PTO leave while on military leave. Employees who must be away from work for military service must, whenever possible, provide reasonable advance notice of the need for leave to their supervisor and provide a copy of their military service orders. Upon completion of military service requiring absence from work, employees on military leave must return to work or apply for reinstatement within the time limits established by applicable law.

Under the Uniformed Services Employment and Reemployment Rights Act of 1994, better known as USERRA, employees who are out on military leaves of absence will retain their health insurance coverage for the first 30 days of uniformed service. Employees out on military leaves of absence which extend beyond the 30 days will be eligible for continued group health insurance benefits for up to 24 months at the employee's sole expense.

Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should

report the incident as soon as possible to their Supervisor. Failure to follow the City of Guyton procedures may affect the ability of the employee to receive Workers Compensation benefits.



Employee Development & Performance Evaluation

Professional Development

The City of Guyton believes in investing in its employees through continued professional development and skill enhancement. The following opportunities for professional development may be available to employees:

Training

It will be the responsibility of the City Manager to foster and promote ongoing training of employees for the purpose of improving the quality of service rendered to the City and to assist employees to equip themselves for advancement. The Police Chief will monitor and ensure that law enforcement personnel take responsibility for meeting required annual training hours.

The City Manager (or Police Chief for the Police Department) shall establish standards for training; ensure that the training is conducted as approved; prepare certificates or other forms of recognition to employees who satisfactorily complete approved courses and programs; aid Department Heads in developing and conducting training to meet specific needs of their departments; and develop supervisory and management training and other types of training programs common to all departments.

Conferences and Workshops

Employees seeking to pursue any professional development activities through participation in professional conferences and external development workshops are required to seek pre-approval in order to receive reimbursement and are asked to be cost-prudent in pursuing these opportunities. Any attendance at conferences and workshops must be approved in advance before being booked.

Educational Assistance

For employees continuing their formal education relative to the nature of their profession, the City of Guyton will reimburse a portion of the cost of tuition and books, subject to the following terms and conditions, as an incentive for employees to enroll in education courses that will enhance their job performance. The following conditions apply:

1. Regular, full-time employees with at least one (1) year of service are eligible for tuition reimbursement.
2. The course work must be job-related in that it will tend to improve the employee's current job skills and performance or help prepare the employee for other career assignments with the City.
3. The course work is part of a curriculum leading to a degree in a field of study related to the employee's current job or career path with the City.
4. The course work is offered by an accredited college or university. Correspondence and distance learning courses qualify for tuition reimbursement.
5. The course work is completed while the employee is on the active payroll of the City.



6. The course is completed with at least a “B” grade or better. Grades for graduate courses must meet the requirements of the graduate school.
7. The course work is not to interfere with the work schedule of the employee or adversely affect the workload of the department.
8. The maximum amount of educational assistance reimbursement per employee, per year shall be:
 - \$2,625 for Bachelor’s & Master’s degrees
 - \$1,750 for Associate’s degrees
 - Should an employee hold a position for which a High School Diploma or equivalent is not required, or they have been hired with experience in lieu of education requirement, and they wish to pursue their High School Diploma equivalent (GED), the cost of sitting for the exam shall be reimbursed by the City.

Educational Assistance Process

1. The employee must complete an Educational Assistance Request form and obtain approval of the Department Head and City Manager prior to the start of the course work.
2. A final grade report and a receipt for the actual cost of tuition and books are required to obtain reimbursement. No reimbursement shall be made for computer hardware, computer software, materials or supplies.
3. Employees who leave the employment of the City within one (1) year of receiving educational assistance authorize the City to deduct the amount of tuition paid during the immediate twelve (12) months prior to their separation from their final paycheck or make other arrangements with the approval of the City Manager. The reimbursement amount is calculated on a pro-rated basis.

The achievement of any form of continuing education relevant to an employee’s position will be considered when evaluating merit increases. Increasing our collective intellectual capital is a benefit to not only the employee but the City as well.

Performance Feedback & Evaluations

Objective

The City of Guyton believes it is important for us all to know how we are doing in the course of performing our jobs. Regular, honest performance feedback is part of our culture of open communication and will be provided to all employees. Formal, written performance evaluations will provide a structured opportunity for employees to meet with their direct supervisor to review performance, goals, and expectations.

Timing

Following the first 90 days of employment, each new employee will participate in a formal performance discussion following their introductory period (a 90-day performance discussion will also occur following an employee’s first 90 days in a new position). Performance evaluation



discussions will occur annually thereafter.

Process

Formal evaluation discussions regarding performance, quality and quantity of work, demonstration of values and teamwork, adherence to policy, and establishing goals will be conducted annually and on other more frequent intervals as a commitment to the professional development of our team. A structured process and form will be provided by the City to capture all performance evaluation discussions in writing. An integral component of this process is an open, two-way dialogue with one's manager to discuss performance feedback and objectives.

Employee Response

Employees who have complaints or disagree with their performance evaluations may submit a written response to the evaluation, within five (5) working days following the evaluation discussion with the employee's supervisor. The employee's written response will be placed in the employee's file along with the evaluation for inclusion in the employee's file. Employees may also file an appeal using the process described in this handbook.

Promotions

The City of Guyton is committed to seeking internally qualified employees to fill vacant positions. Internal applicants will be subjected to similar screening criteria as any external candidate. Promotions must involve a definite increase in duties and responsibilities and shall not be made merely for the purpose of effecting an increase in compensation.

Transfers

A transfer is a reassignment for a specified or indefinite period of time from one position to another position within a department or to a different department. Transfers may be initiated by an employee seeking to obtain an available position in another department, a Department Head, City Manager or Mayor recommending an employee be transferred to a vacated staffing position. The receiving Department Head or appointing authority will make the decision on accepting the transferring employee, as well as the appropriate rate of pay per the position.

A regular employee may appeal a transfer which is to a position clearly having different duties, responsibilities, minimum qualification requirements and position title. Appeal should be made in writing in the same manner as other grievances are handled pursuant to the Appeal section of this handbook.

If a regular employee fails to perform the duties and responsibilities of the position to which he or she was transferred at an acceptable level of competence as determined by the employee's Department Head (except for reasons of misconduct), the employee may be permitted to transfer back to her/his former position or to a comparable position. If no vacancy exists, every



effort shall be made to place the employee in another position for which he/she may be qualified.

Demotion

A demotion may occur when an employee fails to meet the performance requirements stated for their position after regular coaching and feedback through a Performance Improvement Plan as defined in the Performance Counseling section of this Handbook. The employee has the right to appeal a demotion to the Mayor using the written appeal process. The Mayor shall review the appeal and the Department Head's recommendation along with any supporting documentation provided and may conduct any further investigation deemed necessary in order to issue a decision. The Mayor may concur with the recommended action or impose a form of lesser discipline.

Separation of Employment

While we anticipate that our work relationships at the City of Guyton are enduring, the City subscribes to the policy of employment at will per state law. Continued employment with the City is at the sole and exclusive option of City management.

Employees voluntarily resigning from the organization are requested to provide at least two weeks' written notice and work their scheduled shifts during the notice period. Terminating employees are entitled to receive all earned pay for hours worked. Employees are expected to return all City property upon separation of employment. Where permitted by applicable laws, the City may withhold from the employee's check or final paycheck, the cost of any items that are not returned when required. The City may also take all action deemed appropriate to recover or protect its property.

All benefits cease upon termination. Some benefits, however, may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance. No PTO will be approved during an employee's notice period. Available, unused PTO is forfeited upon termination of employment.



Use of This Handbook

There are several things that are important to keep in mind about this handbook. First, it contains only general information and guidelines regarding employment policies and expectations at the City of Guyton. It is designed to be a helpful resource to set mutual expectations through the course of your employment. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning this handbook's content, or the applicability of a policy or practice to you, you should address your specific questions to your manager.

We hope our employment relationship is long lasting. Neither this handbook nor any other City document, confers any contractual right, either express or implied, to remain in the City's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice, by the City or you may resign for any reason at any time. No supervisor or other representative of the City has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

The procedures, practices, policies, and benefits described here may be modified or discontinued from time to time. We will inform you of any changes as they occur and assist you the best way we can, but please understand it is your responsibility to read provided updates and changes.



Handbook Acknowledgement Form

I acknowledge that I have received a copy of the City of Guyton Employee Handbook, either in writing or electronically. I agree to read it thoroughly, including the section on the Use of This Handbook. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from management. I understand that the City of Guyton is an "at will" employer and that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with the City of Guyton for benefits or for any other purpose. In addition, I understand that this Handbook states the City of Guyton policies and practices in effect on the date of publication. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time and that it is my responsibility to thoroughly review any provided updates.

A signed copy of this form will be part of the onboarding checklist and will reside in the employee file. We thank you in advance for committing to reading this handbook and living the policies within for our mutual success at the City of Guyton.

Date: _____

Signature: _____

Print Name: _____



PERFORMANCE COUNSELING PROCESS

We want all City of Guyton employees to be successful. Our on-boarding process, on-the-job learning, and job-specific resources such as our handbook and job descriptions are designed to establish performance expectations and outline workplace behavior guidelines. We expect all employees to uphold their commitments and meet the expectations set forth for them. When performance concerns arise and expectations are not met, we expect to have a purposeful dialogue with employees to share feedback, clarify expectations, and discuss next steps. This form is designed to document that process to focus on improving performance.

EMPLOYEE:	JOB TITLE:	DATE:
SUPERVISOR:	DATE(S) OF PREVIOUS COUNSELING, IF APPLICABLE:	
PROCESS STEP (check one): Verbal* _____ 1 st Written _____ 2 nd Written _____ Final/Admin Review _____ Termination _____		

**Managers may use this form to capture notes regarding the verbal discussion and place in the employee's file. Process steps may not always occur in progressive order depending on the nature of the infraction.*

PERFORMANCE OBSERVATION	
The following aspects of your performance and/or workplace behaviors are not aligned with the expectations of City of Guyton employees or the requirements of your position:	
Company policy / expectations on this subject:	
To correct this performance issue, the following must occur:	
If expected performance is not demonstrated as described above by this date _____ the next step will be: Written _____ 2 nd Written _____ Final/Admin Review _____ Termination _____	
Comments:	

Signatures indicate the performance counseling discussion has occurred, not necessarily that the employee is in agreement. Employees may add comments to the above section.

EMPLOYEE SIGNATURE & DATE:		SUPERVISOR SIGNATURE & DATE:	
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The original copy of this form should be placed in the employee file. A copy may be provided to the employee.



PERFORMANCE EVALUATION DISCUSSION

This form is intended to guide a productive, professional development dialogue based on performance, needs, and goals. This form is a documentation mechanism for the 90-day introductory period and annual performance evaluation discussion.

EMPLOYEE:	JOB TITLE:	DEPARTMENT:
SUPERVISOR:	TIMEFRAME (e.g., 90-Day, Annual)	DATE:
PROCESS STEP (check one): <i>Note: Self Assessments are for Annual Evaluations Only</i> Self-Assessment ____ (completed by employee) Summary ____ (completed by supervisor)		

RATING	DESCRIPTION
Exceeds Expectations (4)	Consistently exceeds the normal expectations for the position; exceeds expected criteria for quality, quantity and timeliness of work; consistently exceeds goals and objectives; achieves results beyond those expected for the position. Demonstrates exceptional levels of teamwork and collaboration, serving as a positive source of motivation within the team. Works with and through others to creatively and positively approach new challenges.
Meets Expectations (3)	Consistently performs all duties of the position in a fully capable manner; meets all expected criteria for quality, quantity and timeliness of work, including meeting goals and objectives. Works collaboratively and with a solutions-focused mindset.
Developing (2)	Performs many duties in a capable manner; meets some goals and objectives, but requires improvement in quality, quantity and timeliness of work to achieve overall satisfactory performance; may require more supervision than expected for assignment. Could be the performance level of those new to a position. Does not consistently demonstrate all the values and behaviors necessary to collaboratively achieve results.
Unsatisfactory (1)	Unacceptable performance suggesting lack of willingness and/or ability to perform the requirements of the position. Separation or reassignment is indicated unless performance improves significantly. Requires excessive supervision. Does not consistently demonstrate the values and behaviors necessary to collaboratively achieve results.

SECTION I: PERFORMANCE FACTORS: Performance of job responsibilities, accomplishments, achievement of applicable goals, and developmental concerns/needs. Include specific examples and/or observations.	RATING
1. JOB EXPERTISE - The degree of competence and quality with which the employee performs essential tasks and executes responsibilities as described in their job description. The years of experience and expertise the employee brings to the job, with demonstrated increasing levels of performance.	



<p>2. CITY EXPECTATIONS & VALUES – Demonstration of behaviors that uphold and promote the core expectations of all City employees, to work diligently and collaboratively in furthering the goals and objectives that serve the city of Guyton and its residents, businesses and guests. Consistently demonstrates a collaborative approach to their work and the workplace culture.</p>	
<p>3. ACHIEVING RESULTS - The extent to which the employee achieves goals that contribute to the overall success of the department and the City. Identifies and achieves metrics relevant to the role, demonstrating flexibility as priorities shift. Demonstrates accomplishments and meaningful results. Brings a solutions-focused mindset to the work and succeeds with and through others for organizational success. Refer to the previous evaluation form, if applicable, to review previously set goals.</p>	
<p>4. LEADERSHIP & COMMUNICATION - The extent to which the employee shares expertise and knowledge, provides guidance and opportunities to develop others, and proactively communicates and shares relevant information in a professional manner that upholds customer service objectives. The extent to which the employee positions him/herself as leading by example in demonstrating a collaborative, positive work culture.</p>	
<p>OVERALL PERFORMANCE RATING (an average of the ratings from the previous 4 sections).</p>	

SECTION II: GOALS AND DEVELOPMENT DISCUSSION

1. **What’s going well right now?**

2. **What’s challenging right now? How can we address/navigate together?**

3. **What successes and misses from previous goals can we learn from?**

4. **Areas of focus / goals for this year:**
 - a.
 - b.
 - c.

5. **Needs and next steps (short term and long term). How can I help?**



6. Other comments?

SECTION III: Signatures

EMPLOYEE SIGNATURE		DATE	
SUPERVISOR SIGNATURE		DATE	

The above employee signature indicates receipt of, but not necessarily concurrence with, the evaluation herein.
Only the finalized Performance Discussion Summary Form by the supervisor becomes part of the employment record.

**CITY OF GUYTON
STATE OF GEORGIA**

RESOLUTION NUMBER 2021-05

A RESOLUTION OF THE CITY OF GUYTON AMENDING AND RESTATING THE CITY'S POSITION CLASSIFICATION AND PAY PLAN FOR CITY EMPLOYEES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND RESOLUTIONS AND PARTS THEREOF IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of the City of Guyton, Georgia is authorized by O.C.G.A. §36-35-3 to adopt ordinances and resolutions relating to its property, affairs, and local government; and

WHEREAS, Section 3.14 of the Charter of the City of Guyton provides that “[t]he mayor shall be responsible for the preparation of a position classification and pay plan which shall be submitted to the city council for approval”; and

WHEREAS, Section 3.14 of the Charter of the City of Guyton further provides that “[w]hen a pay plan has been adopted, the city council shall not increase or decrease the salary range applicable to any position except by amendment of such pay plan”; and

WHEREAS, the City of Guyton has previously adopted a Position Classification and Pay Plan;

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE GOVERNING AUTHORITY OF THE CITY OF GUYTON, GEORGIA IN A REGULAR MEETING ASSEMBLED AND PURSUANT TO LAWFUL AUTHORITY THEREOF, AS FOLLOWS:

Section 1. Amendment of Position Classification and Pay Plan. The City Council of the City of Guyton hereby amends and restates its Position Classification and Pay Plan as set forth in Exhibit A hereto, which is incorporated by reference as if set forth verbatim herein.

Section 2. Severability. If any section, clause, sentence or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 3. Repealer. All ordinances and resolutions and parts thereof in conflict with this resolution are hereby repealed.

Section 4. Effective Date. This resolution shall become effective immediately upon its adoption by the City Council.

SO RESOLVED, this __ day of June, 2021.

CITY OF GUYTON

Russ Deen, Mayor

Attest:

Jenna Tidwell, Interim City Clerk

Mayor Pro Tem Michael Johnson

Council Member Joseph Lee

Council Member Hursula Pelote

Council Member Marshall Reiser

Mike Eskew, Interim City Manager

EXHIBIT A

Position Classification and Pay Plan

DEPARTMENT	POSITION	STATUS	MIN	MID	MAX	SPREAD	ACTUAL	BUDGETED 2022	NOTES	
Administration	City Manager	Exempt	\$70,000	\$84,500	\$99,000	29%	\$66,950	\$144,800		
	City Clerk	Exempt	\$39,000	\$44,500	\$50,000	22%	\$37,500		Currently listed as Non-Exempt, need to update per job requirements	
Public Works	Superintendent	Exempt	\$41,000	\$47,500	\$54,000	24%	VACANT	\$77,000		
	Utility Billing & Permits Clerk	Non-Exempt	\$32,000	\$35,500	\$39,000	18%	\$32,217		Previously "Waterworks Clerk" (Jenna)	
	Laborer 1	Non-Exempt	\$32,000	\$35,500	\$39,000	18%	\$32,136			Recommend a different title
							\$38,314			
Building Inspector	Exempt	\$38,000	\$43,500	\$49,000	22%	VACANT				
Police Dept	Police Chief	Exempt	\$55,000	\$65,000	\$75,000	27%	\$55,000	\$330,500		
	Police Lieutenant	Exempt	\$42,000	\$47,000	\$52,000	19%	\$45,905			
	Police Sergeant	Non-Exempt	\$41,000	\$44,000	\$47,000	13%	VACANT			
	Police Corporal	Non-Exempt	\$38,000	\$41,000	\$44,000	14%	VACANT			
	Police Officer	Non-Exempt	\$36,000	\$39,000	\$42,000	14%	\$36,420			
							\$36,420			
							\$36,420			
Municipal Court Clerk / Receptionist	Non-Exempt	\$32,000	\$35,500	\$39,000	18%	\$32,136	Previously Police Clerk, Municipal Court (Crisa)			
							\$449,418	\$552,300		



POSITION DESCRIPTION			
Title	Utility Billing & Building Permit Clerk	Department	Administration
Reports To	City Manager	Status	Non-Exempt
Summary	<p>The Utility Billing & Building Permit Clerk serves a dual role in the administrative functions of the city by processing bills for utility transactions and managing building permits.</p> <p>In support of the utility billing function, the Clerk is responsible for accurately processing transactions related to water, sewer, and garbage utility accounts, and receives, completes, and maintains records of maintenance and inspection work orders. Assists callers with questions regarding utility bills by navigating and accurately maintaining the electronic database of customer billing records. Courteously and professionally assists callers and visitors with questions regarding utility billing.</p> <p>In support of the building permit function, the Clerk receives applications and determines the type of permit required. Processes and issues permit to builders, contractors, and other individuals for all construction, modification, and repair of buildings; electrical, plumbing, mechanical or gas projects; house moving and demolition; and certificate of occupancy.</p> <p>The Utility Billing & Building Permit Clerk works collaboratively to support all administrative functions of the City, and with the City Clerk and Court Clerk/Receptionist to ensure all administrative functions are completed accurately, in a timely fashion, and to coordinate back-up coverage for key functions as necessary.</p>		
Employee Expectations	<p>All team members of the City of Guyton are expected to work diligently and collaboratively in furthering the goals and objectives that serve the city of Guyton and its residents, businesses, and guests.</p>		
Position Requirements & Qualifications	<ul style="list-style-type: none"> ▪ High School diploma or equivalent required. ▪ Three years' billing or customer service experience with general accounting and clerical background required. Experience in municipal government preferred. ▪ High level of knowledge and proficiency in use of computers including Microsoft Office (Word, Excel, Access, One Note, Publisher) and Adobe. ▪ Must have a valid state driver's license or ability to obtain one within three (3) months. ▪ Must possess and maintain valid Notary Public Certification or the ability to obtain a Notary Public Certification within three (3) months. ▪ Ability to be bonded by a surety company. 		



Essential Job Responsibilities

Utility Account Management

- Creates new utility accounts and sets up billing records using utility billing system.
- Reviews customer accounts for data accuracy including but not limited to new accounts, changes, dormant list, and number of trash carts billed to each account, charges, and account activity.
- Updates meter readings and prepares daily list for meter readers.
- Accurately calculates bills, printing and mailing all utility bills before the last day of each month.
- Responds professionally and courteously to customer inquiries and concerns, resolving complaints and customer questions regarding utility billing.
- Posts penalties on utility billing system, calculates, prints, and prepares shut off notices.
- Review and submits all customer accounts involving adjustments and changes to the City Manager.
- Properly monitors the delivery and pick-up of trash and recycling carts to insure proper billing of accounts with the City's waste management company.
- Processes paperwork and computer work necessary to close customer utility accounts, correct bills and generate final bills.

Utility Meter Maintenance and Repairs

- Prepares work orders for maintenance as needed and dispatches maintenance to utility calls.
- Maintains records of malfunctioning or broken meters and repairs made; contacts customers to explain errors and to notify of repair work to be done.

Building Permitting Processes

- Assists builders, contractors, and property owners in making applications for various types of permits, advises applicants on requirements and responds to questions regarding permitting processes.
- Receives applications and verifies the type of permit required.
- Processes and issues permits to builders, contractors, and other individuals for all construction, modification, and repair of buildings; electrical, plumbing, or mechanical projects; house moving and demolition; and certificate of occupancies.
- Maintains accurate and organized permitting records.
- Meets with building inspector regularly to relay permits and inspection sheets for processing.

Works collaboratively with the City Clerk and Court Clerk / Receptionist to ensure all administrative functions are completed accurately and in a timely fashion and to coordinate back-up coverage for key functions as necessary.



Traits & Distinguishing Characteristics	<ul style="list-style-type: none">▪ Maintains exceptionally high standards of integrity and confidentiality.▪ Takes ownership of work and demonstrates willingness to accept responsibility for decisions and actions.▪ Seeks and receives feedback graciously and with a dedication to continuous improvement.▪ Demonstrates commitment to quality in every task performed.
Physical Demands	<ul style="list-style-type: none">▪ Much of the work of this position is completed while sitting at a desk, using a computer and phone. Requires talking, hearing and visual acuity sufficient to perform these major functions.▪ Regularly includes traveling to various locations and facilities throughout the City and ability to navigate mobility within a variety of environments.▪ Occasionally includes reaching above shoulder heights, below the waist or lifting up to 25 pounds for office equipment, supplies, and materials.



POSITION DESCRIPTION			
Title	Court Clerk & City Hall Receptionist	Department	Administration
Reports To	City Manager	Status	Non-Exempt
Summary	<p>The Court Clerk & City Hall Receptionist serves a dual function in managing court procedures and functions while and also serving as City Hall receptionist. The Court Clerk & City Hall Receptionist is responsible for all municipal court procedures, polices, record keeping, court payments, and open records requests regarding municipal court. As part of this function, the Court Clerk also ensures accuracy in collecting and managing court funds such as bond monies and citations, and sending monthly reports and monies to state entities.</p> <p>Reception duties including greeting all City Hall visitors, answering all incoming phone calls, collecting water payments and providing daily receipt payment reports, and generating work orders for public works department (e.g., recreation and streets). The Court Clerk & City Hall Receptionist works collaboratively to support all administrative functions of the City.</p>		
Employee Expectations	<p>All team members of the City of Guyton are expected to work diligently and collaboratively in furthering the goals and objectives that serve the city of Guyton and its residents, businesses and guests.</p>		
Position Requirements & Qualifications	<ul style="list-style-type: none"> ▪ Minimum 3 years' relevant experience in a customer-focused position required. ▪ High School diploma or equivalent required. ▪ Experience with billing processes, accounts payable and/or cashiering functions preferred. ▪ Experience with city ordinances, rates, and billing policies preferred. ▪ Ability to be bonded by a surety company required. ▪ Proficiency in Microsoft Office and Google suite of tools required. 		
Essential Job Responsibilities	<p>Court Processes</p> <ul style="list-style-type: none"> ▪ Oversees all Municipal Court policies and procedures, preparing paperwork, dockets and court documents. ▪ Prepares and sends monthly court reports and payments to government entities. Accurately inputs all court information into recordkeeping database. ▪ Communicates regularly with the Chief of Police and members of the police department as needed to prepare for and coordinate Court responsibilities. <p>Receptionist Responsibilities</p> <ul style="list-style-type: none"> ▪ Answers all phone calls and greets incoming guests in a fast, friendly, and professional manner. ▪ Receives and enters all water bill payments, including drop off box and post 		



	<p>office payments that need to be entered in the system.</p> <ul style="list-style-type: none"> ▪ Prepares daily money reports and deposits, including water bill payments, building permits and building inspection fees, and any incoming checks from county governments. ▪ Communicates with street and recreation department with work orders that are needed by the citizens. ▪ Works collaboratively with the City Clerk and Utility & Permit Clerk to ensure all administrative functions are completed accurately and in a timely fashion and to coordinate back-up coverage for key functions as necessary.
<p>Traits & Distinguishing Characteristics</p>	<ul style="list-style-type: none"> ▪ Maintains exceptionally high standards of integrity and confidentiality. ▪ Takes ownership of work and demonstrates willingness to accept responsibility for decisions and actions ▪ Seeks and receives feedback graciously and with a dedication to continuous improvement. ▪ Demonstrates commitment to quality in every task performed.
<p>Physical Demands</p>	<p>The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.</p> <ul style="list-style-type: none"> ▪ Much of the work of this position is completed while sitting at a desk, using a computer and phone. Requires talking, hearing and visual acuity sufficient to perform these major functions. ▪ Regularly includes traveling to various locations and facilities throughout the City and ability to navigate mobility within a variety of environments. ▪ Occasionally includes reaching above shoulder heights, below the waist or lifting up to 25 pounds for office equipment, supplies and materials.



POSITION DESCRIPTION			
Title	City Clerk	Department	Administration – City Hall
Reports To	City Manager (daily supervision), Council (Formally)	Status	Exempt
Summary	<p>The City Clerk maintains all records and documents for the City of Guyton and serves in an administrative support capacity to City Council and Mayor. Daily work and administrative operations support of the City is performed under the general supervision of the City Manager. The City Clerk serves as the custodian of all City records and public notices including overseeing municipal election processes, oversees accounts payable and payroll processes, and managing the disbursement of funds on behalf of the City. Develops agenda, attends, and records the minutes of all City Council meetings, documenting all ordinances and resolutions passed by Council. Works collaboratively to support all administrative functions of the City.</p>		
Employee Expectations	<p>All team members of the City of Guyton are expected to work diligently and collaboratively in furthering the goals and objectives that serve the city of Guyton and its residents, businesses and guests.</p>		
Position Requirements & Qualifications	<ul style="list-style-type: none"> ▪ Five years’ progressive experience in office management and administrative support roles required. Administrative experience in a public-facing municipal government capacity preferred. ▪ High School diploma or equivalent required, Bachelor’s degree preferred. ▪ Experience with billing processes, accounts payable processes and generally accepted accounting principles required. ▪ Experience with city ordinances, rates, and billing policies preferred. ▪ Knowledge of cashiering operations, collection documents and procedures required. ▪ Ability to be bonded by a surety company required. ▪ Proficiency in Microsoft Office and Google suite of tools required. Proficiency with basic web site maintenance and updates preferred. 		
Essential Job Responsibilities	<p>Recordkeeping & Public Notices</p> <ul style="list-style-type: none"> ▪ Serves as the official custodian of the records and documents belonging to the City of Guyton, maintaining a proper index and organization of all such records and documents. ▪ Prepares and has custody of all municipal records required by law to be kept by the City. ▪ Oversees the issuance of all licenses, badges and permits authorized by Council 		



	<p>and keeps record accurate and organized records thereof.</p> <ul style="list-style-type: none"> ▪ Maintains custody of the City seal and affixes its impression on documents as required. ▪ Oversees the publication of all notices, ordinances, or other documents required by law to be published. ▪ Receives all applications or petitions made to the City for presentation to the Mayor and City Council. <p>Election Processes</p> <ul style="list-style-type: none"> ▪ Serves as election manager and voter registrar for the City, preparing for the election, officiating all notices, ballots, and election supplies necessary in connection with municipal elections. <p>Finances & Accounts Payable</p> <ul style="list-style-type: none"> ▪ Reviews expenditures for each department and monitors per budget allowance. ▪ Oversees the accounts payable and receivable processes for General Government (Ad Valorem Taxes, Business License, Municipal Court Fines and Bonds, etc.). ▪ Assists in the collection of fees for business license, building permits, zoning applications etc. ▪ Keeps an accurate, electronic record of accounts showing all money received on behalf of the City and the source and disposition thereof. Financial records remain open for inspection by the public and City Council members. ▪ Manages the payroll process for City employees, ensuring accuracy in the computation of time worked and wages due to all city employees. Ensures accurate preparation and issuance of City payroll checks. ▪ Maintains accurate payroll records including employees’ hours of work and time off for vacation, sick time or any other leave of absence, per allotted time off and guidelines in the employment policies. <p>City Council Meetings</p> <ul style="list-style-type: none"> ▪ Develops agenda, attends, and records the minutes of all City Council meetings, documenting all ordinances and resolutions passed by Council. <p>City Hall Administration</p> <ul style="list-style-type: none"> ▪ Works collaboratively with City Manager and administrative clerks to ensure City records, data entries, accounts receivables, documents, utility billing processes and City bank account and bank statements are up to date, timely, and accurate. ▪ Performs other administrative duties as needed or directed by the Mayor, Council or City Manager in support of the City.
<p>Traits & Distinguishing Characteristics</p>	<ul style="list-style-type: none"> ▪ Maintains exceptionally high standards of integrity and confidentiality. ▪ Takes ownership of work and demonstrates willingness to accept responsibility for decisions and actions.



	<ul style="list-style-type: none"> ▪ Works collaboratively with all team members and stakeholders of the City. ▪ Seeks and receives feedback graciously and with a dedication to continuous improvement. ▪ Demonstrates commitment to quality in every task performed. ▪ Receives payments and other receipts, and makes change with accuracy and speed. ▪ Reconciles differences in cash and receipts.
<p>Physical Demands</p>	<p>The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.</p> <ul style="list-style-type: none"> ▪ Much of the work of this position is completed while sitting at a desk, using a computer and phone. Requires talking, hearing and visual acuity sufficient to perform these major functions. ▪ Requires the ability to enter data at a prescribed rate of speed. ▪ Regularly includes traveling to various locations and facilities throughout the City and ability to navigate mobility within a variety of environments. ▪ Occasionally includes reaching above shoulder heights, below the waist or lifting up to 25 pounds for office equipment, supplies and materials.



POSITION DESCRIPTION			
Title	City Manager	Department	Administration
Reports To	Mayor	Status	Exempt
Summary	<p>The City Manager is responsible for planning, directing, and supervising the activities of all City employees and the policies and affairs of the City. Reporting to the Mayor, the City Manager develops and implements policies that further the objectives of the City of Guyton. Overseeing all City departments, the City Manager serves as a liaison between Council and staff, performing duties and functions relative to a wide range of City programs and functions, while managing a broad base of employees. Ensures timely and professional communication across departments and populations served, developing and fostering effective professional relationships.</p>		
Employee Expectations	<p>All team members of the City of Guyton are expected to work diligently and collaboratively in furthering the goals and objectives that serve the city of Guyton and its residents, businesses and guests.</p>		
Position Requirements & Qualifications	<ul style="list-style-type: none"> ▪ Bachelor's degree in Public Administration, Business Administration or related field required, Master's degree preferred. ▪ At least five years' progressive experience in local government with increasing levels of responsibility and management of teams required. ▪ Extensive knowledge of public administration principles and practices with reference to City operations and administration, including the principles of organization and functions of City government units. ▪ Demonstrated knowledge of accounting information systems, fund accounting and internal control and budgeting processes. ▪ Proven communication skills to clearly articulate public policy, regularly present information at council meetings, and create and foster relationships with elected officials, citizens, businesses and staff members. 		
Essential Job Responsibilities	<p>Operations & Communication</p> <ul style="list-style-type: none"> ▪ Oversees the general administration and operations of the departments of the City of Guyton ▪ Maintains communication with City Council for the exchange of information and development of policies ▪ Maintains effective working relationships with elected officials, representatives of local, state, and federal agencies, local civic organizations, the media and others involved with City government. ▪ Prepares a wide variety of records and reports such as the annual budget, monthly status reports, Council agendas, policy papers, news releases, financial status reports, general correspondence, performance appraisals, customer service forms, etc. ▪ Receives, reviews and/or approves various records and forms such as monthly financial reports, personnel forms, operating reports, work plans, annual budget records, department reports, purchase orders, blueprints, organizational charts, 		



	<p>maps, etc.</p> <ul style="list-style-type: none">▪ Uses and interprets legal, financial and accounting reports and concepts to inform decisions and communicate in an effective manner.▪ Exercises responsible judgment in resolving concerns involving citizens. <p>Finance & Accounting</p> <ul style="list-style-type: none">▪ Monitors, reviews and analyzes the financial condition and related matters of the City, regularly advising the Mayor and Council of financial status.▪ Estimates present and future financial needs, consulting with Council Members and department heads regarding budget preparation.▪ Submits proposed budget to City Council for review, consideration, and approval.▪ Administers and monitors operating budget and monitors payment of expenditures and investment of City funds. <p>Planning & Policy</p> <ul style="list-style-type: none">▪ Executes the policies, directives and legislative actions of the City Council and prepares and presents policy improvements/changes to same.▪ Clearly articulates public policy and explains complex legal and technical operations in an understandable fashion.▪ Conducts all phases of planning designed to facilitate a variety of City programs such as crises management, new systems, annexations, influence of City growth and structure, consolidation of services, etc.▪ Administers the City's zoning and development regulations along with the City Engineer and associated Clerks.▪ Develops and administers long-term goals for the City in the promotion of effectiveness and efficiency for City benefit.▪ Maintains professional knowledge base by staying abreast of any changes in policy, methods, operations, equipment needs, etc. as they pertain to City operations and activities. <p>People & Professional Development</p> <ul style="list-style-type: none">▪ Manages activities of City departments by collaboratively assigning priorities and objectives to department heads and professional staff.▪ Plans and organizes daily work routines that best meet needed objectives, and assists in establishing priorities for the completion of work across departments in accordance with sound time-management methodology.▪ Maintains open and frequent communication with all direct reports, clarifying expectations and priorities, keeping the team up to date on shifting objectives and coaching employees for success.▪ Reviews/approves management reports regarding department and administrative activities.▪ Maintains a focus on staff development and training, providing instruction and guidance to department heads and attending conferences and seminars for personal professional development.▪ Collaborates with hiring managers and those tasked with human resources functions to identify staffing needs and identify qualified candidates for employment.▪ Provides a work environment which encourages clear and open communication and fosters teamwork within and across departments.
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	<ul style="list-style-type: none"> ▪ Provides regular coaching and feedback to staff commends and rewarding outstanding performance and conducting formal performance counseling as necessary. ▪ Conducts annual performance evaluations for direct reports and ensures that all supervisory staff completes meaningful performance discussions with their team members.
<p>Traits & Distinguishing Characteristics</p>	<ul style="list-style-type: none"> ▪ <u>Quality of Work</u>: Maintains high standards of accuracy in exercising duties and responsibilities. Demonstrates commitment to quality in every task performed. Seeks and receives feedback with a dedication to continuous improvement. ▪ <u>Dependability & Accountability</u>: Assumes responsibility for assigned work and for meeting deadlines. Maintains exceptionally high standards of integrity and confidentiality. Takes ownership of work and demonstrates willingness to accept responsibility for decisions and actions ▪ <u>Sound Judgment</u>: Exercises analytical judgments in areas of responsibility. Identifies problems or situations as they occur and specifies decision objectives. Makes decisions based on examination of alternatives and recommendations that impact on a broad range of functional areas. ▪ <u>Cooperation</u>: Accepts supervisory instruction and direction and strives to meet the goals and objectives of same. Offers suggestions and recommendations to encourage and improve cooperation between all staff persons and departments within City. ▪ <u>Adaptability</u>: Demonstrates flexibility and adaptability to navigate shifting priorities.
<p>Physical Demands</p>	<p>The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.</p> <ul style="list-style-type: none"> ▪ Much of the work of this position is completed while sitting at a desk, using a computer and phone. Requires talking, hearing and visual acuity sufficient to perform these major functions. ▪ Regularly includes traveling to various locations and facilities throughout the City and ability to navigate mobility within a variety of environments. ▪ Occasionally includes reaching above shoulder heights, below the waist or lifting up to 25 pounds for office equipment, supplies and materials.



POSITION DESCRIPTION			
Title	Police Chief/Public Safety Director	Department	Police Department
Reports To	City Manager	Status	Exempt
Summary	The Police Chief plans, directs, organizes, and coordinates the activities of municipal police department in accordance with authority delegated by the City Manager, Mayor and Council. Also serves as Public Safety Director.		
Employee Expectations	All team members of the City of Guyton are expected to work diligently and collaboratively in furthering the goals and objectives that serve the city of Guyton and its residents, businesses and guests.		
Position Requirements & Qualifications	<ul style="list-style-type: none"> ▪ Bachelor’s degree from an accredited university preferred to be in Criminal Justice, Police Science, Police Administration or management is desired; an equivalent combination of education and experience may be substituted for degree with (Forty (40) semester hours from an accredited university). ▪ Twelve (12) years related law enforcement experience including responsible administrative positions. ▪ Six (6) years progressively responsible command/supervisory experience at command level. ▪ Certification by the State of Georgia as a police officer or be able to become certified by the State of Georgia. ▪ Experience in budget planning, strategic planning in dealing with the hiring and firing of office personnel. ▪ Knowledge and skills in Microsoft office software, excel, Power Point, Outlook and project management. ▪ Ability to organize, direct and control local police affairs consistent with the requirements of the law and the governing authority's goals and objectives as well as City policies. ▪ Comprehensive knowledge of laws and ordinances pertaining to constitutional, statutory and procedural law and civil liability. ▪ Community-oriented police services-minded (COPS) 		
Essential Job Responsibilities	<ul style="list-style-type: none"> ▪ Managing and growing the Police/Fire Department in a way that creates a long-term value for the citizens and the City of Guyton. ▪ Serves as the Public Safety Director covering the City of Guyton and the service delivery area. ▪ Administer and observe all investigations and operations of the Police/Fire Department. ▪ Supervise staff activities to ensure that law and order are maintained, Federal, 		



	<p>State Laws and city ordinances enforced and proper implementation and coordination of all Police and Fire Department operations.</p> <ul style="list-style-type: none"> ▪ Ensures that a positive and cooperative relationship be maintained between the departments and the community it serves. ▪ Provide evaluation, direction and implementation of the departments strategic goals and promoting a high level of customer service. ▪ Oversee the preparation and submittal of the Police/Fire Department annual budget. ▪ Act as or provide for a Sergeant-at-Arms during all City council meetings and other City meetings at the request of the Mayor/City Manager. ▪ Oversees the accounts payable and receivable processes for General Government (Ad Valorem Taxes, Business License, Municipal Court Fines and Bonds, etc.). ▪ Turn all citizen inquiries and complaints not involving the Police Department over to the City Manager for further instruction. Police Department complaints, procedures and actions being reviewed or investigated; the City Manager is to be informed. ▪ Recommends additions, deletions or changes to police related City ordinances and act as a resource to the Mayor, Council, City Manager and City Attorney in implementing such changes. ▪ Enforces all non-criminal administrative ordinances of the city. ▪ Serve as Code Enforcement Officer and delegates the cases as he/she deems necessary. ▪ Establish schedules of operation so they are uniform with occupational groups and shall be determined in accordance with the reasonable needs of the city and the public. ▪ To oversee the responsible attendance of all employees in the Police Department maintaining current attendance records, review timecards so they are signed by each employee and supervisor verifying actual hours worked during a pay period. ▪ Complete or oversees the completion of all documents, forms and requisitions for accuracy required by the City Manager, Mayor, and Council. ▪ Review all activities and actions of the Police/Fire Departments to assure compliance with City Personnel Policy. ▪ Performs other legal duties as needed or directed by Mayor, Council or City Manager.
<p>Traits & Distinguishing Characteristics</p>	<ul style="list-style-type: none"> ▪ Maintains exceptionally high standards of integrity and confidentiality. ▪ Takes ownership of work and demonstrates willingness to accept responsibility for decisions and actions. ▪ Works collaboratively with all team members and stakeholders of the city. ▪ Seeks and receives feedback graciously and with a dedication to continuous



	<p>improvement.</p> <ul style="list-style-type: none"> ▪ Demonstrates commitment to quality in every task performed.
<p>Physical Demands</p>	<p>The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.</p> <ul style="list-style-type: none"> ▪ Much of the work of this position is completed while in outside weather conditions, occasionally works near moving mechanical parts; in high, precarious places; and with explosives and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration. Requires talking, hearing and visual acuity sufficient to perform these major functions. ▪ Requires standing, walking, or running; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; jump, climb, kick or balance; stoop, kneel, crouch, bend, twist, turn, or crawl; push or pull objects and people; drive at high speeds; taste and smell. ▪ Must possess sufficient manual dexterity to operate the following: a patrol car, car radio, handguns, ammunition in the act of loading and unloading weapons, shotgun, handcuffs, bullet proof vest, keys, pencil and pen with which to write on paper, baton, ticket book, tape recorder and cassette tapes, typewriter, personal computer, etc. ▪ Occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, night vision, and the ability to adjust focus.



POSITION DESCRIPTION			
Title	Police Clerk	Department	Administration – Police Department
Reports To	Police Chief	Status	Non-Exempt
Summary	The Police Clerk Performs a variety of routine and complex clerical, administrative and technical work in receiving and disseminating information; keeping official records; providing clerical support for members of the police department; assisting the public; and assisting in the administration of the standard operating policies and procedures of the police department. As needed, the Police Clerk may act as Municipal Court Clerk, and shall be afforded one salary at the pay scale of Police Clerk for performing the duties of both positions.		
Employee Expectations	All team members of the City of Guyton are expected to work diligently and collaboratively in furthering the goals and objectives that serve the city of Guyton and its residents, businesses and guests.		
Position Requirements & Qualifications	<ul style="list-style-type: none"> ▪ High school graduate or equivalent. ▪ One (1) year experience involving responsible clerical/secretarial work, preferable with public safety exposure sufficient to demonstrate knowledge of crime prevention procedures and public safety record keeping requirements. ▪ No felony convictions. ▪ Proficiency in Microsoft Office and Google suite of tools required. Proficiency with basic web site maintenance and updates preferred. 		
Essential Job Responsibilities	<ul style="list-style-type: none"> ▪ Manage and maintain police files for Incident and Accident Reports as well as officer's case files for offenders. ▪ Check for messages and return calls as needed. ▪ Check post office box daily and mailbox at the station; receives, stamps and distributes incoming mail, process outgoing mail. ▪ Keep track of all invoices, oversees the publication of all notices, ordinances, or other documents required by law to be published. ▪ Post monies to appropriate accounts, and deposits receipts to the City Clerk. ▪ Post monthly work schedules for officers as prepared by Police Chief or his/her designee. ▪ Keep track of and order office supplies as needed. ▪ Manage and maintain the citation book log (each officer is assigned a citation book), order citation books, warning books, parking violations, ordinance violations as needed. ▪ Answer phones and wait on public and assist with questions and complaints, take request for house checks, generate copies of accident and incident 		



	<p>reports when requested.</p> <ul style="list-style-type: none"> ▪ Assist with computer issues and IT problems when they arise by talking with the software vendors and customer support. ▪ Enters and retrieves needed police information using computer information systems, police data files. ▪ Assists relevant courts and court personnel by coordinating and preparing copies of required case: reports, citations, property and other evidence. ▪ Organizes and maintains general files; types of correspondence assigned by the department. ▪ Maintains daily contact with the Police Chief as other officers. ▪ Assists with crime prevention programs and code enforcement as needed. ▪ Additional duties as assigned by the Chief of Police.
<p>Traits & Distinguishing Characteristics</p>	<ul style="list-style-type: none"> ▪ Maintains exceptionally high standards of integrity and confidentiality. ▪ Takes ownership of work and demonstrates willingness to accept responsibility for decisions and actions. ▪ Works collaboratively with all team members and stakeholders of the City. ▪ Seeks and receives feedback graciously and with a dedication to continuous improvement. ▪ Demonstrates commitment to quality in every task performed. ▪ Attends all departmental training sessions to maintain or improve skills. ▪ Ability to be bonded by a surety company.
<p>Physical Demands</p>	<p>The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.</p> <ul style="list-style-type: none"> ▪ Much of the work of this position is completed while sitting at a desk, using a computer and phone. Requires talking, hearing and visual acuity sufficient to perform these major functions. ▪ Requires the ability to enter data at a prescribed rate of speed. ▪ Regularly includes traveling to various locations and facilities throughout the City and ability to navigate mobility within a variety of environments. ▪ Occasionally includes reaching above shoulder heights, below the waist or lifting up to 25 pounds for office equipment, supplies and materials.



POSITION DESCRIPTION			
Title	Police Corporal	Department	Public Safety – Police Department
Reports To	Police Sergeant	Status	Non-Exempt
Summary	The Police Corporal must be knowledgeable of relevant federal and state laws, criminal and traffic codes, search and seizure laws, city ordinances, and departmental laws. Knowledge of the geography and streets of the city. Knowledge of the court systems and judicial procedures. Supervise personnel on assigned shift to assure adherence to department rules, regulations and policies.		
Employee Expectations	All team members of the City of Guyton are expected to work diligently and collaboratively in furthering the goals and objectives that serve the city of Guyton and its residents, businesses and guests.		
Position Requirements & Qualifications	<ul style="list-style-type: none"> ▪ Must be twenty-one (21) years of age or older at time of hire. ▪ Possess, or obtain by time of hire, a valid State Driver's License without record of suspension or revocation in any state. ▪ No felony convictions or disqualifying criminal history. ▪ Ability to read and write the English language. ▪ Ability to meet departmental physical standards. 		
Essential Job Responsibilities	<ul style="list-style-type: none"> ▪ Monitor performance of personnel. ▪ Assigns duties and communicate information from senior officers as well as communicating with other shift supervisors to gather information on problems on areas requiring attention. ▪ Observe all sectors and assist other units, enforce the law, investigate crimes and accidents. ▪ Respond to all major calls to assist and advise. ▪ Interviews suspects, complaints and witnesses. ▪ Supervises preservation of evidence, investigation of clues, and arrest any suspects. ▪ Completing all necessary and required forms, including accident and incident reports. ▪ Check and approves all reports and case files submitted during a shift. ▪ Oversee the training of new personnel and assist in identification of training needs of subordinate personnel. ▪ Testifies in judicial proceedings, as necessary. ▪ Acts as Sergeant in his or her absence. ▪ Attends training and supervisory meetings as required. ▪ Assist other agencies and departments with service of arrest warrants, court 		



	<p>papers, and subpoenas.</p> <ul style="list-style-type: none"> ▪ Oversee maintenance for assigned vehicles and equipment. ▪ Additional duties as assigned by the Chief of Police.
<p>Traits & Distinguishing Characteristics</p>	<ul style="list-style-type: none"> ▪ Maintains exceptionally high standards of integrity and confidentiality. ▪ Takes ownership of work and demonstrates willingness to accept responsibility for decisions and actions. ▪ Works collaboratively with all team members and stakeholders of the City. ▪ Seeks and receives feedback graciously and with a dedication to continuous improvement. ▪ Demonstrates commitment to quality in every task performed.
<p>Physical Demands</p>	<p>The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.</p> <ul style="list-style-type: none"> ▪ Much of the work of this position is completed while in outside weather conditions, occasionally works near moving mechanical parts; in high, precarious places; and with explosives and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration. Requires talking, hearing and visual acuity sufficient to perform these major functions. ▪ Requires standing, walking, or running; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; jump, climb, kick or balance; stoop, kneel, crouch, bend, twist, turn, or crawl; push or pull objects and people; drive at high speeds; taste and smell. ▪ Must possess sufficient manual dexterity to operate the following: a patrol car, car radio, handguns, ammunition in the act of loading and unloading weapons, shotgun, handcuffs, bullet proof vest, keys, pencil and pen with which to write on paper, baton, ticket book, tape recorder and cassette tapes, typewriter, personal computer, etc. ▪ Occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, night vision, and the ability to adjust focus.



POSITION DESCRIPTION			
Title	Police Lieutenant	Department	Public Safety – Police Department
Reports To	Police Chief	Status	Exempt
Summary	<p>The Police Lietenant must possess advanced knowledge of police administration and management, criminal law and patrol staffing. Must be skilled at obtaining information through interviewing, interrogation and observation. The ability to establish and maintain effective community and public relations is necessary. Must have the ability and desire to take a leadership role within the department is also required. Must be able to work varying shifts, including nights and weekends, and must be able to accommodate schedule adjustments in order to meet staffing and supervision needs. Must be able to work special events on scheduled days off or after regular shift hours, sometimes with little to no advance notice. Must be able to respond to emergency and critical conditions with short notice.</p>		
Employee Expectations	<p>All team members of the City of Guyton are expected to work diligently and collaboratively in furthering the goals and objectives that serve the city of Guyton and its residents, businesses and guests.</p>		
Position Requirements & Qualifications	<p>Directs and coordinates activities of patrol officers by conducting roll call, relaying orders and messages from supervisors, and recording information; identifies arrested suspects in logbook and advises prisoner of charges. Also assists subordinates in performance of duties during an assigned shift.</p> <ul style="list-style-type: none"> ▪ Must be twenty-one (21) years of age or older at time of hire. ▪ Five (5) years of satisfactory experience at the rank of Sergeant or equivalent is required. ▪ Possess, or obtain by time of hire, a valid State Driver's License without record of suspension or revocation in any state. ▪ No felony convictions or disqualifying criminal history. ▪ Ability to read and write the English language. ▪ Ability to meet departmental physical standards. ▪ Must be able to meet current requirements set forth in the Georgia Mandate Law Enforcement Training Act/Peace Officer's Standards and Training Act. 		
Essential Job Responsibilities	<ul style="list-style-type: none"> ▪ Perform middle management work including administrative, supervisory, managerial and leadership functions within the department. ▪ Assigns duties and communicate information from senior officers as well as communicating with other shift supervisors to gather information on problems on areas requiring attention. 		



	<ul style="list-style-type: none"> ▪ Observe all sectors and assist other units, enforce the law, investigate crimes and accidents. ▪ Respond to all major calls to assist and advise. ▪ Interviews suspects, complaints and witnesses. ▪ Completing all necessary and required forms, including accident and incident reports. ▪ Supervises preservation of evidence, investigation of clues, and arrest any suspects. ▪ Check and approves all reports and case files submitted during a shift. ▪ Prepare timecards and maintain daily time sheets, pay logs, and overtime. ▪ Oversee the training of new personnel and assist in identification of training needs of subordinate personnel. ▪ Counsels subordinate personnel and prepares performance evaluations. ▪ Testifies in judicial proceedings, as necessary. ▪ Directly supervising Police Sergeants, their non-sworn equivalents and when necessary, acting as first line supervisors. ▪ Attends training and supervisory meetings as required. ▪ Assist other agencies and departments with service of arrest warrants, court papers, and subpoenas. ▪ Oversee maintenance for assigned vehicles and equipment. ▪ In the absence of a higher-ranking officer, act as the Commander for the department. ▪ Work in close term development of the organization through teaching, supervision, and mentoring relationships with officers and sergeants. ▪ Additional duties as assigned by the Chief of Police.
<p>Traits & Distinguishing Characteristics</p>	<ul style="list-style-type: none"> ▪ Maintains exceptionally high standards of integrity and confidentiality. ▪ Takes ownership of work and demonstrates willingness to accept responsibility for decisions and actions. ▪ Works collaboratively with all team members and stakeholders of the City. ▪ Seeks and receives feedback graciously and with a dedication to continuous improvement. ▪ Demonstrates commitment to quality in every task performed.
<p>Physical Demands</p>	<p>The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.</p> <ul style="list-style-type: none"> ▪ Much of the work of this position is completed while in outside weather conditions, occasionally works near moving mechanical parts; in high, precarious places; and with explosives and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration. Requires talking, hearing and visual



acuity sufficient to perform these major functions.

- Requires standing, walking, or running; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; jump, climb, kick or balance; stoop, kneel, crouch, bend, twist, turn, or crawl; push or pull objects and people; drive at high speeds; taste and smell.
- Must possess sufficient manual dexterity to operate the following: a patrol car, car radio, handguns, ammunition in the act of loading and unloading weapons, shotgun, handcuffs, bullet proof vest, keys, pencil and pen with which to write on paper, baton, ticket book, tape recorder and cassette tapes, typewriter, personal computer, etc.
- Occasionally must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, night vision, and the ability to adjust focus.



POSITION DESCRIPTION			
Title	Police Officer	Department	Public Safety – Police Department
Reports To	Police Corporal, Police Sergeant, Police Lieutenant.	Status	Non-Exempt
Summary	The Police Officer must be knowledgeable of relevant federal and state laws, criminal and traffic codes, search and seizure laws, city ordinances, and departmental laws. Knowledge of the geography and streets of the city. Knowledge of the court systems and judicial procedures		
Employee Expectations	All team members of the City of Guyton are expected to work diligently and collaboratively in furthering the goals and objectives that serve the city of Guyton and its residents, businesses and guests.		
Position Requirements & Qualifications	<ul style="list-style-type: none"> ▪ Must be twenty-one (21) years of age or older at time of hire. ▪ Possess, or obtain by time of hire, a valid State Driver's License without record of suspension or revocation in any state. ▪ No felony convictions or disqualifying criminal history. ▪ Ability to read and write the English language. ▪ Ability to meet departmental physical standards. 		
Essential Job Responsibilities	<ul style="list-style-type: none"> ▪ Skill in operating police vehicles, firearms, and emergency equipment ▪ Patrol an assigned zone to detect and detect criminal activity and traffic violations. ▪ Respond to calls relayed by communications officers, including domestic disputes, assaults, burglaries and traffic accidents. ▪ Conduct preliminary investigations into traffic accidents and other incidents, including interviewing victims, complaints and witnesses. ▪ Apprehension, arrest, and processes offenders, including fugitives; summons witnesses. ▪ Provide backup support and assistance to other officers. ▪ Provide traffic direction as needed for events such as parades, funerals, ball games, and school crossings. ▪ Transport's inmates. ▪ Completing all necessary and required forms, including accident and incident reports. ▪ Inspecting and maintaining all assigned equipment. ▪ Preparing and serving criminal warrants. ▪ Attend ongoing training classes as required. ▪ Additional duties as assigned by the Chief of Police. 		



<p>Traits & Distinguishing Characteristics</p>	<ul style="list-style-type: none"> ▪ Maintains exceptionally high standards of integrity and confidentiality. ▪ Takes ownership of work and demonstrates willingness to accept responsibility for decisions and actions. ▪ Works collaboratively with all team members and stakeholders of the City. ▪ Seeks and receives feedback graciously and with a dedication to continuous improvement. ▪ Demonstrates commitment to quality in every task performed.
<p>Physical Demands</p>	<p>The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.</p> <ul style="list-style-type: none"> ▪ Much of the work of this position is completed while in outside weather conditions, occasionally works near moving mechanical parts; in high, precarious places; and with explosives and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration. Requires talking, hearing and visual acuity sufficient to perform these major functions. ▪ Requires standing, walking, or running; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; jump, climb, kick or balance; stoop, kneel, crouch, bend, twist, turn, or crawl; push or pull objects and people; drive at high speeds; taste and smell. ▪ Must possess sufficient manual dexterity to operate the following: a patrol car, car radio, handguns, ammunition in the act of loading and unloading weapons, shotgun, handcuffs, bullet proof vest, keys, pencil and pen with which to write on paper, baton, ticket book, tape recorder and cassette tapes, typewriter, personal computer, etc. ▪ Occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, night vision, and the ability to adjust focus.



POSITION DESCRIPTION			
Title	Police Sergeant	Department	Public Safety – Police Department
Reports To	Police Chief and Police Lieutenant	Status	Non-Exempt
Summary	<p>There must be knowledge of relevant federal and state laws, criminal and traffic codes, search and seizure laws, city ordinances, and departmental laws. Knowledge of the geography and streets of the city. Knowledge of the court systems and judicial procedures. Supervise personnel on assigned shift to assure adherence to department rules, regulations and policies.</p>		
Employee Expectations	<p>All team members of the City of Guyton are expected to work diligently and collaboratively in furthering the goals and objectives that serve the city of Guyton and its residents, businesses and guests.</p>		
Position Requirements & Qualifications	<ul style="list-style-type: none"> ▪ Must be twenty-one (21) years of age or older at time of hire. ▪ Possess, or obtain by time of hire, a valid State Driver's License without record of suspension or revocation in any state. ▪ No felony convictions or disqualifying criminal history. ▪ Ability to read and write the English language. ▪ Ability to meet departmental physical standards. 		
Essential Job Responsibilities	<ul style="list-style-type: none"> ▪ Monitor performance of personnel. ▪ Assigns duties and communicate information from senior officers as well as communicating with other shift supervisors to gather information on problems on areas requiring attention. ▪ Observe all sectors and assist other units, enforce the law, investigate crimes and accidents. ▪ Respond to all major calls to assist and advise. ▪ Interviews suspects, complaints and witnesses. ▪ Supervises preservation of evidence, investigation of clues, and arrest any suspects. ▪ Completing all necessary and required forms, including accident and incident reports. ▪ Check and approves all reports and case files submitted during a shift. ▪ Prepare timecards and maintain daily time sheets, pay logs, and overtime. ▪ Oversee the training of new personnel and assist in identification of training needs of subordinate personnel. ▪ Counsels subordinate personnel and prepares performance evaluations. ▪ Testifies in judicial proceedings, as necessary. ▪ Attends training and supervisory meetings as required. 		



	<ul style="list-style-type: none"> ▪ Assist other agencies and departments with service of arrest warrants, court papers, and subpoenas. ▪ Oversee maintenance for assigned vehicles and equipment. ▪ Additional duties as assigned by the Chief of Police.
<p>Traits & Distinguishing Characteristics</p>	<ul style="list-style-type: none"> ▪ Maintains exceptionally high standards of integrity and confidentiality. ▪ Takes ownership of work and demonstrates willingness to accept responsibility for decisions and actions. ▪ Works collaboratively with all team members and stakeholders of the City. ▪ Seeks and receives feedback graciously and with a dedication to continuous improvement. ▪ Demonstrates commitment to quality in every task performed.
<p>Physical Demands</p>	<p>The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.</p> <ul style="list-style-type: none"> ▪ Much of the work of this position is completed while in outside weather conditions, occasionally works near moving mechanical parts; in high, precarious places; and with explosives and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration. Requires talking, hearing and visual acuity sufficient to perform these major functions. ▪ Requires standing, walk, or run; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; jump, climb, kick or balance; stoop, kneel, crouch, bend, twist, turn, or crawl; push or pull objects and people; drive at high speeds; taste and smell. ▪ Must possess sufficient manual dexterity to operate the following: a patrol car, car radio, handguns, ammunition in the act of loading and unloading weapons, shotgun, handcuffs, bullet proof vest, keys, pencil and pen with which to write on paper, baton, ticket book, tape recorder and cassette tapes, typewriter, personal computer, etc. ▪ Occasionally must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, night vision, and the ability to adjust focus.

Stipulation Agreement

Stipulations Regarding Governmental Services between Effingham County, City of Springfield, City of Rincon, and the City of Guyton.

Section 1: Come now here the parties to stipulate and agree to the following:

- 1.1 The Georgia Service Delivery Strategy Act (O.C.G.A. § 36-70-20 et seq.) mandates that local governments identify and categorize governmental services on the basis of the provider, for whom such services primarily benefits, and whether or not any services are jointly provided and/or funded. O.C.G.A. § 36-70-24(3).
- 1.2 The parties have identified and categorized governmental services according to the following parameters; Countywide services; service primarily for the unincorporated areas; and support services (administrative and other cost that support both countywide and services primarily for the unincorporated areas.)

Section 2: Services provided by Effingham County countywide (All unincorporated and incorporated areas)

- 2.1 The following services are provided by Effingham County as countywide services for the benefit of unincorporated and incorporated residents, individuals and property owners who shall receive the same level of services:

- A. Animal Control
- B. Coroner
- C. Correctional Institute
- D. Court Services
- E. E-911
- F. Economic Development (and IDA)
- G. Elections
- H. Emergency Management
- I. Emergency Medical Services
- J. Extension Service
- K. Forestry
- L. Geographic Information Systems
- M. Hospital
- N. Indigent Defense
- O. Industrial Development
- P. Jail
- Q. Landfill & Transfer Station
- R. Law Enforcement
- S. Library
- T. Public Health
- U. Social Services
- V. Tax Assessment (Tax Assessor)
- W. Tax Collection (Tax Commissioner)

← X. Senior Citizens Programs

The county will provide and make available the Inmate labor derived from the correctional institute to each local government in the county. The county makes available two levels of inmate labor.

1. General janitorial, building and ground maintenance. These are minimum security inmates who are constantly supervised by trained county or city staff. These inmates are made available to all to the city and the county based on available inmate labor.
2. Work Crews. These work crews may be minimum and or medium security inmates consisting of between 8 and 12 inmates and require a county correctional officer to oversee at all times. For each work crew funded by the county's general fund the incorporated governments may request and receive a proportional time of labor from these crews within the incorporated limits. Proportional time is based on incorporated digest values of each city to the total digest of the county.
If a city enters in to a contract with the correctional institute for a dedicated crew for the city, the city may choose a credit against the contract cost negotiated rather than a proportional time of the county's work crew.

Section 3: Support services (administrative and other cost that support both county wide and services primarily for the unincorporated areas).

- 3.1 General Government - Effingham County provides the following services that support all of the services noted in sections 2.1, 4.2, 4.4(a), and 4.4(b),
 - A. Support service cost includes the following administration services: Finance, Accounting, Purchasing, Human Resources and Information Technology
- 3.2 The cost of support services shall be charged pro rata to services identified in Section 2.1, 4.2, 4.4(a), and 4.4(b),, and funded according to the provisions of O.C.G.A. § 36-70-24(3)(A)&(B).

Section 4: Services provided by Effingham County for the unincorporated area of the county or other special service districts, for which certain cities are providing the same service to their incorporated areas.

- 4.1 Pursuant to O.C.G.A. § 36-70-24(3)(A), the service delivery strategy for the parties "shall ensure that the cost of any service which a county provides primarily for the benefit of the unincorporated area of the county shall be borne by the unincorporated area residents, individuals, and property owners who receive the service."

4.2 The following services are provided by Effingham County primarily for the benefit of the unincorporated areas of Effingham County, and shall be funded as set forth in this section.

- A. Code Enforcement
- B. Engineering
- C. Fire protection
- D. Permitting and Inspections
- E. Planning and Zoning
- F. Soil erosion control
- G. Solid Waste Collection & Disposal
- H. Stormwater Management

4.3 Effingham County will derive funding for the services outlined in Section 4.2 solely from property taxes of special service districts created by the county, insurance premium taxes, assessments, or user fees that are levied or imposed in a SSD or through such other mechanism agreed upon by the affected parties which complies with the intent of O.C.G.A. § 36-70-24(3)(A) and (B).

Specific funding revenues available per O.C.G.A. § 36-70-24(3)(A) and (B):

- i. Special Service District taxes;
- ii. Insurance Premium taxes;
- iii. SPLOST revenues per voter referendum;
- iv. Grants for services outlined in 4.2;
- v. Enterprise fund revenues, permitting fees, and impact fees derived from the unincorporated area of Effingham County, and all such other revenue derived directly from the unincorporated areas defined as other funding mechanism which shall only include the following revenues:
 - 1) Occupational taxes
 - 2) Alcohol Beverage licenses and taxes
 - 3) PILOT
 - 4) Cable franchise fees
 - 5) Interest on investments

4.4 The following services are provided by Effingham County primarily for the benefit of the unincorporated areas of Effingham County, and are also provided by the City of Springfield, Rincon, and Guyton for the benefit of the incorporated residents, individuals, property owners, and agreed upon. Effingham County and the cities have agreed to a millage differential as indicated in section 4.4(a) and 4.4(b) below:

4.4(a) All parties have agreed to a millage differential of 1.35 mills (reduction to cities) for properties within the incorporated limits of Springfield, Rincon, and Guyton:

- A. Roads and Bridges (Construction, Maintenance and ditches)
- B. Street Lighting
- C. Street Sweeping
- D. Traffic Control
- E. Parks

4.4(b) All parties have agreed to a millage differential of 0.65 mills (reduction to the City of Rincon) for properties within the incorporated limits of Rincon:

- A. Recreation

4.4(c) Due the agreed upon millage differential outlined in this section, Effingham County may also derive funding for the services outlined in section 4.4(a) and 4.4(b) from General Fund in addition to the specific funding revenues available per O.C.G.A. § 36-70-24(3)(A) and (B): The county and the city have reviewed the county's calculation (**Exhibit 1**) and agreed to the set millage differentials to amounts defined in section 4.4(a) and 4.4(b) until new Service Delivery Strategy is implemented.

4.5 The following services are provided by Effingham County primarily for the benefit of the unincorporated areas of Effingham County, and are also provided by the City of Springfield, Rincon, and Guyton for the benefit of the incorporated residents, individuals, property owners, and agreed upon water and sewer service areas within Effingham County in the unincorporated areas:

- A. Wastewater Collection & Treatment
- B. Water Supply & Distribution
- ~~D. Reuse Distribution~~ C.

4.5.1 Effingham County will derive funding for the services outlined in Section 4.5 solely from property taxes of special service districts created by the county, insurance premium taxes, assessments, or user fees that are levied or imposed in a SSD or through such other mechanism agreed upon by the affected parties which complies with the intent of O.C.G.A. § 36-70-24(3)(A) and (B). Specific funding revenues available per O.C.G.A. § 36-70-24(3)(A) and (B) are delineated in Section 4.3.

Section 5: Services provided by the City of Springfield, Rincon, and Guyton as a higher level of service than that which is provided by Effingham County.

- 5.1 The city of Springfield, Rincon, and Guyton will provide the following services within their incorporated city limits and funding will be from the city's general fund.
- A. Court Services
 - B. Economic Development (also provided by Springfield DDA)
 - C. Elections
 - D. Emergency Management
 - E. Geographic Information Systems
 - F. Indigent Defense
 - G. Municipal Prosecutor
 - H. Police
 - I. Tax Collection
 - J. Senior Citizen Programs

SERVICES PROVIDED BY A MUNICIPALITY OUTSIDE OF ITS CORPORATE BOUNDARIES

- 6.1 **Water and sewer.** The parties hereby adopt a water and sewer delivery area map for each of the parties, attached hereto as **Exhibit 2**. The municipal parties hereto may provide water and sewer service outside of its corporate boundaries to those unincorporated areas located within its respective service delivery area until the parties agree to a different service area or until a Court of competent jurisdiction determines that the service area should be changed.

Exhibit 2 represents a change in the service delivery area of Rincon at the request of Effingham County for the purpose of constructing a water line along McCall Road and Blue Jay Road. This water line borders the Rincon service delivery area. Effingham County and Rincon have agreed to the change in the service delivery area and have agreed that Rincon shall be allowed to connect to the water line in order to service Rincon's service delivery area. In the event, Rincon connects to the water line, Rincon and Effingham County agree that this connection shall be governed by the existing Effingham County and Rincon potable water service agreement. All connections to this water line shall be defined as additional connection points as stated in the Effingham County and Rincon potable water service agreement.

- 6.1(a) Request for Service

Property owners and/or their duly appointed agents shall make requests for water and sewer service in writing to the local government designated as the primary service provider as shown on the water and sewer delivery map attached hereto.

Commitment of Service: Depending on the scope and complexity of water and/or sewer service requested, the primary service provider will determine if it is willing and able to provide the service. The primary provider may require that the property owner enter into a water and sewer agreement for utility service that requires the property owner to pay for the required infrastructure in order to provide the requested level of service. If the primary local government provider does not respond in writing within ninety (90) days plus one day from the property owner's written request, or if the request is denied, then the property owner may make a request in writing upon the neighboring local government provider, provided that the request has the exact same terms and requirements as the request made to the primary service provider. However, the property owner and the primary local government provider can mutually agree to extend the 90-day period. The commitment of service shall include a approximate date upon which the local government will be able to provide service to the project (ie: "Provision of Service"). The time frame for providing service will depend on the specifics of each project; however, in any event, if a service provider cannot or will not commit to being able to provide service within one year's time from the date of request, property owners and/or their duly appointed agents may request services from a neighboring local government. However, if the design, bidding, and construction of the necessary infrastructure required for the project requires longer than a one year period to be completed, then in that event, the one year period will be extended by the amount of time required to complete the construction project. However, construction must begin within the one year period for the extension to be valid.

Requests to neighboring local governments: All request must be exactly the same in all respects as the request made to the primary service providers. The neighboring local government whose infrastructure is closest to the property will be the next entity to whom a request can be made, and the time frames referenced above shall begin with the secondary provider. Any request to a neighboring local government shall be of the same scope as that of the request to the primary service provider. Any neighboring local government receiving a request shall notify the primary service provider by supplying them with a complete copy of the request. After the expiration of the time parameters noted herein, if none of the neighboring local governments are willing and able to commit to provide the requested service(s) within one year of the request for service, or contractually agree to terms otherwise, then the project may be served by a private service provider.

Contractual Agreements: At any point during this process, a local government entity and the project may agree to terms and conditions of service that extend the timelines included herein. No party to this agreement shall be required to begin design or construction of any water or sewer extension unless the developer has (1) contractually bound itself to pay all costs of construction, capital cost recovery fees, impact fees, tap-in fees, or other fees established by ordinance of the service provider, by whatever name, and (2) provided such consideration or collateral to secure its obligation as the service provider may require.

- 6.2 Municipalities shall not arbitrarily discriminate against a developer in the unincorporated area of its service area as to rates or fees, nor as to its determination of the consideration or security necessary to secure the developer's obligation to pay such rates or fees.

In the event either government provides service within the service area of the other by virtue of this Section 6.1(a), then the service delivery strategy is revised to reflect that service change.

The notices provided for in this Section 6.1(a) shall be by certified mail, return receipt requested, or by personal delivery, and shall be provided to the following: as to a City: to the Mayor, City Manager, and City Attorney and as to the County: to the Chairman of the Board, County Manager, and County Attorney.

cities

- 7.1 **Fire protection.** The county will provide for fire protection services in the unincorporated areas and the city's will provide for fire protection service in the incorporated areas. The parties have entered into and approved an intergovernmental agreement for the provision of contractual fire protection service, for areas of service responsibilities. The intergovernmental agreements approved between parties include a service delivery area map assigning certain fire response areas to each party. During the term of such intergovernmental agreement, each party shall provide fire protection service to its respective fire response areas, and participate in mutual aid with the other parties for operation in other fire response areas.

THIRD-PARTY ENTITIES PROVIDING COUNTY-WIDE SERVICES

- 8.1 **Economic development.** The Effingham County Industrial Development Authority will continue to provide county-wide economic development service, and will be funded by the statutory millage rate levied on all county residents (unincorporated and incorporated) as required by local constitutional amendment. The cities will continue to provide for economic development within the incorporated limits.
- 9.1 **Hospital.** The Effingham County Hospital Authority will continue to provide county-wide public hospital service, and will be funded through the millage rate levied on all county residents (unincorporated and incorporated) as required by the Georgia Hospital Authorities Law.

REVENUE ALLOCATION TEMPLATE

- 10.1 The spreadsheet attached hereto and previously referred to as Exhibit 1 shall serve as a template for the allocation of currently available County revenue sources with regard to the funding of County services identified herein and the record of how millage differentials were determined for section 4.4(a), 4.4(b), and 4.4 (c) above.

DCA SUBMITTALS

- 11.1. Within fifteen (15) days of the date of entry of this stipulation, the parties agree to submit all required documentation to the Georgia Department of Community Affairs for certification of an updated Service Delivery Strategy for the parties, incorporating the terms of this stipulation and any referenced intergovernmental agreements. This will include any other information required for an updated local government service delivery strategy for Effingham County.

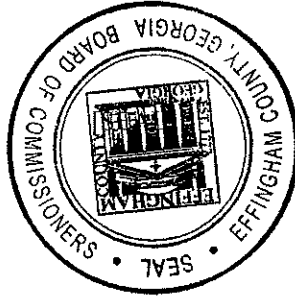
IN WITNESS WHERE OF, the parties have, by and through their duly authorized representatives, hereunto set their hands and affixed their seals the day and year first below written.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: *R. Burdette*
Roger Burdette, Vice Chairman

June 15, 2021
Date

ATTEST: *S. Johnson*
Stephanie D. Johnson, County Clerk



Agreement reviewed and approved
By County Attorney:

THE NEWBERRY LAW FIRM

[Signature]
Lee Newberry

CITY OF RINCON, GEORGIA

By: _____
Ken Lee, Mayor

Date

ATTEST: _____
Dulcia King, City Clerk

[SEAL]

Agreement reviewed and approved
By City Attorney:

J. RAYMOND DICKEY ATTORNEY AT LAW

J. Raymond Dickey

CITY OF SPRINGFIELD, GEORGIA

By: _____
Barton Alderman, Mayor

Date

ATTEST: _____
Jennifer Smith, City Clerk

[SEAL]

Agreement reviewed and approved
By City Attorney:

OLIVER MANER, LLP.

Benjamin M. Perkins

CITY OF GUYTON, GEORIGIA

By: _____
Russ Dean, Mayor

Date

ATTEST: _____
Tina Chadwick, City Clerk

[SEAL]

Agreement reviewed and approved
By City Attorney:

OLIVER MANER, LLP.

Benjamin M. Perkins



Effingham Service Areas



- Effingham County Line
- ▨ Eastern Service Area
- ▧ Western Service Area
- ▩ Springdale Service Area
- ▤ Parcel
- ▦ Station
- ▧ School
- ▨ Springfield
- ▩ Effingham County, GA

0 1 2 Miles

3/2/2003

STATE OF GEORGIA
COUNTY OF EFFINGHAM

**INTERGOVERNMENTAL AGREEMENT
TO CONDUCT MUNICIPAL ELECTIONS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this day of July, 2021 (insert date that County signs agreement), between the Board of Commissioners of Effingham County, Georgia (“County”), a political subdivision of the State of Georgia with Consent of the Effingham County Board of Elections and Registration (“Elections Board”) and the City of Guyton, Georgia (“City”), a municipal corporation lying wholly within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, H.B. 705 in the 2007 session of the Georgia General Assembly created the Effingham County Board of Elections and Registration; and

WHEREAS, the Elections Board has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the Elections Board has discussed and agreed to recommend to the County that it enter into an Agreement with the City of Guyton for providing the services of the Elections Board to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia; and

NOW THEREFORE, in consideration of the following mutual obligations, the County, Elections Board, and City agree as follows:

1.

City hereby stipulates, covenants, and agrees for the Elections Board to conduct any and all municipal elections held for or in the City of Guyton, Georgia and Elections Board agrees to same, including but not limited to City general, special, and run-off elections.

2.

City hereby stipulates, covenants, and agrees that the Election Board shall have complete control over the municipal elections except as stated in this Agreement.

3.

City stipulates, covenants, and agrees to furnish to Elections Board, in a timely manner, any and all documents necessary for Elections Board to conduct said elections including but not limited to positions subject to election and candidates for those positions.

4.

Elections Board shall review and update, with the assistance of City, if requested, the voter lists in order to have a current and certified list prior to any election.

5.

City shall provide the facilities necessary to conduct said elections in a reasonably, orderly fashion, and as may be requested by Elections Board.

6.

The City shall be responsible for all fees, costs, and expenses incurred in conducting its municipal elections on the terms and conditions set forth in this Agreement.

7.

The City shall reimburse the County for any regular time and overtime worked by the election staff and any time worked by any other personnel that is related to the City's general, special, and run-off elections. The County shall have sole discretion to determine if work is related to the City's general, special, and run-off elections, and the County's determination in that regard shall be conclusive and binding on all parties to this Agreement. The City shall reimburse the County for the following election expenses to included but not be limited to:

- (i) Salaries/Overtime of Elections Department Staff;
- (ii) Newspaper advertisements and notices;
- (iii) Early/Advanced voting Poll worker salaries, training, lunches and Manager Pickup;
- (iv) Election Day Poll worker salaries, training, and lunches;
- (v) Postage;
- (vi) Equipment Delivery/Pickup;
- (vii) Ballots;
- (viii) Logic and Accuracy Testing;
- (ix) Equipment Repair;
- (x) Polling Location Rentals.

8.

The County shall provide the City with an invoice for the fees, costs, and expenses at the conclusion of each election and the City shall pay said invoice in full within thirty (30) days.

9.

In the event that there is no general municipal election for any reason (for example, if there is only one candidate qualified for each seat), then none of the costs, expenses, or fees in Sections 7 of this Agreement shall be incurred or payable. The Director of Elections & Registration shall be responsible for providing services in certifying results to the Secretary of State's office.

10.

The Board election personnel, as necessary and appropriate as determined by the County Director of Elections and Registration, shall be sworn in as election superintendents for the City and shall conduct all aspects of the election except for filing notices of candidacy and affidavits and any other ethics filings, which will be handled by the City Clerk acting as election superintendent for qualifying. All elections will be conducted using whichever method the Board deems appropriate based on each election. Early voting (both in-person and by mail) for all elections shall take place at the Effingham County Board of Elections and Registration located at 284 GA Highway 119 South, Springfield, Georgia. Further, the City shall not accept any absentee ballots from any voters. The City shall direct any voter with an absentee ballot to the Effingham County Board of Elections and Registration located at 284 GA Highway 119 South, Springfield, Georgia.

11.

11.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Elections and Registration, and the

County Director Elections and Registration in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

11.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Elections and Registration, and the County Director of Elections and Registration in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

11.3 To the extent allowed by law, the City agrees to defend and hold harmless the County and Elections Board with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

11.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

11.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

11.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

11.7 In the event that a city law, ordinance, or code pertaining to the administration of the election directly contradicts or makes more/less strict a portion of the State of Georgia's Election Code (O.C.G.A. § 21), then the County shall only be responsible for enforcing the requirements set forth in O.C.G.A. § 21.

12.

12.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

12.2 All Elections Board personnel assigned under this Agreement are and will continue to be part of the Effingham County Department of Elections and Registration and under the supervision of the Director.

12.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

13.

This Agreement shall be for a term of ten (10) years from the date set forth above, provided, however, that any party to this Agreement may terminate this Agreement at any time and for any reason by providing no less than six (6) months written notice of termination to the other parties.

14.

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

Notices to the Elections Board shall be sent to the following address:

Effingham County Board of Elections and Registration
Attn: Director of Elections and Registration
284 GA Highway 119 S
Springfield, GA 31329

Notices to the County shall be sent to the following address:

Board of Commissioners of Effingham County
Attn: County Manager
601 N. Laurel St.
Springfield, GA 31329

Notices to the City shall be sent to the following address:

City of Guyton
Attn: City Manager
310 Central Boulevard
Guyton, GA 31312

15.

City hereby stipulates, covenants, and agrees to be responsible for obtaining any clearance for the Justice Department which may be needed prior to any elections being conducted by Elections Board, and City further hereby stipulates, covenants, and agrees to be responsible for compliance with the rules or regulations of any other governmental agency which may be applicable as a result of this Agreement.

16.

Neither party shall assign any of the obligations or benefits of this Agreement.

17.

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City, the County, or the Elections Board. All parties must sign any subsequent changes in the Agreement.

18.

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Effingham County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

19.

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

20.

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

21.

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

22.

Further, the Effingham County Board of Elections and Registration has reviewed and approved this Agreement and has authorized its Chairman and its Director of Elections and Registration to execute any ancillary documents required to conduct the municipal election.

IN WITNESS WHEREOF, all parties hereto have set their hands and seals the day and year first above written.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: _____
Wesley M. Corbitt, Chairman

Attest: _____
Stephanie Johnson, County Clerk

Date: _____

EFFINGHAM COUNTY BOARD OF ELECTIONS AND REGISTRATION

By: _____
Thomas G. Allen, Chairman

By: _____
Olivia R. Morgan, Director of Elections & Registration

Attest: _____
Laura Bassett, Assistant Director of Elections & Registration

Date: _____

CITY OF GUYTON

By: _____
Mayor

Attest: _____
Clerk

Date: _____

Approved as to form:

City Attorney