

# EMPLOYEE HANDBOOK

## Introduction

As an employee of the City of Manassas you are offered a wide variety of benefits and services, which are an important part of your total compensation. This Employee Handbook is your guide to the insurance protection and other benefits provided for you by the City's benefit program. It is intended to help you and your family understand your employee benefits and use them effectively.

The Handbook also describes important City policies and practices and outlines your responsibilities as an employee of the City of Manassas. The City of Manassas also has certain responsibilities, not only to its employees, but to the community. In fulfilling the City's obligation to maintain personnel policies and practices in the best interest of the City and its employees, there may be occasions when some of the policies and practices set forth in this Handbook will have to be changed, amended or suspended in part or in their entirety.

While the Handbook describes the policies and practices to be applied during an employment relationship, the Handbook shall not create an agreement of employment. **In furthering the City's obligation to operate a personnel system in the best interest of the community, your employment and compensation can be terminated, with or without cause, and with or without notice, at anytime, and the option either of the City or yourself. Employment at the City is a voluntary employment-at-will relationship for no definite period of time and with no warranty of benefits.** No official or employee 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 an agreement of employment-at-will. These personnel policies supersede all prior policies, practices and precedents.

Additional personnel policies will be issued from time to time. When a new policy is issued, you will receive a copy of this policy, a cover memo telling you where to place it in your Handbook, and an updated Table of Contents page. When appropriate, information regarding new policies will be communicated to all employees through bulletins or other publications.

## **Equal Employment Opportunity/Affirmative Action**

### Purpose

To describe equal employment opportunities and the affirmative action statement for the City of Manassas.

### Policy

The City of Manassas Equal Employment Opportunity/Affirmative Action Statement is designed to assure equal opportunities for all persons, consistent with all applicable laws.

It is the policy and practice of the City of Manassas to recruit, select, train, promote, retain, and assign personnel without regard to race, culture, religion, national origin, age, gender, or disability. The intent is to fulfill the goal of a culturally diverse workforce, which reflects the available area labor force by fairly recognizing the most qualified individuals for all City of Manassas positions. The City of Manassas will take into consideration an individual's status as an honorably discharged veteran of the armed forces of the United States, provided that such veteran meets all of the knowledge, skills and eligibility requirements for the available position. The City will give additional consideration to veterans who have a service connected disability rating fixed by the United States Department of Veterans Affairs.

The City of Manassas is continuously refining its recruitment efforts in order to attract the best-qualified applicants from all groups within the area labor force.

Selection and promotion processes are subject to constant review to assure that job requirements, hiring standards, and methods of selection and placement do not produce adverse effects, but instead contribute to the City's goals of objective selection and affirmative action.

The Finance and Administration Director or designee will affirm the City's commitment to equal employment opportunity and affirmative action and will be responsible for regular review of the program, necessary training, and will ensure the maintenance of supporting documentation.

All managers and supervisors are required, as part of their jobs, to understand and adhere to the EEO Policy. Any complaints or concerns regarding the City's adherence to this policy will be directed to the Finance and Administration Director or designee for resolution.

## **Defense and Indemnification of City Officers**

Code of Ordinances, City of Manassas, Virginia. Sec. 2-87. Defense and Indemnification of City officers and employees.

The City shall indemnify and save harmless its officers and employees in the amount of any judgment obtained against such officers and employees in any state or federal court, or in the amount of any settlement of a claim, provided that the act or omission from which judgment or settlement occurred while the officer or employee was acting within the scope of his public employment or duties; the duty to indemnify and save harmless prescribed by this subsection shall not arise where the injury or damage resulted from deliberate wrongdoing or recklessness on the part of the officer or employee (City Code Section 2-87).

- (a) Upon compliance by city officers and employees with the provisions of subsection (e) of this section, the council of the City of Manassas shall employ the city attorney and other counsel to provide for the defense of the city, the council, or any member thereof, or any officer or employee of the city, or of any trustee or member of any board or commission appointed by the city council in any legal proceeding to which the council, or any member thereof, the City or any of the foregoing named persons may be a defendant, when such proceeding is initiated against it, or them, by virtue of any actions in the furtherance of their duties in serving the City of Manassas as its governing body or as members thereof or the duties or service of any officer or employee of the city or any trustee or any member of any board or commission appointed by the city council of the City of Manassas.
- (b) The City shall indemnify and save harmless its officers and employees in the amount of any judgment obtained against such officers and employees in any state or federal court, or in the amount of any settlement of a claim, provided that the act or omission from which judgment or settlement arose occurred while the officer or employee was acting within the scope of his public employment or duties; the duty to indemnify and save harmless prescribed by this subsection shall not arise where the injury or damage resulted from deliberate wrongdoing or recklessness on the part of the officer or employee.
- (c) All costs and expenses of such proceedings so defended shall be charged against the treasury of the City of Manassas and shall be paid out of funds provided by the council of the City of Manassas. Further, in the event any settlement is agreed upon or judgment is rendered against any of the foregoing named persons, the council of the City of Manassas shall pay such settlement or judgment from public funds or other funds or in connection therewith may expend public or other funds for insurance or to establish and maintain a self-insurance to cover such risk or liability.

- (d) As used in this section, the term “officer” or “employee” shall mean any person holding a position by election, appointment or employment in the service of the City of Manassas, Virginia, whether or not compensated, or a volunteer expressly authorized to participate in a municipally sponsored volunteer program or event. The term “officer” or “employee” shall include a former officer or employee, his estate or judicially appointed personal representative.
- (e) The duty to defend or indemnify and save harmless provided by this section shall be conditioned upon (1) delivery, to the city attorney or his assistant, at his office, by the officer or employee, the original or a copy of any summons, complaint, process, notice, demand or pleading within three (3) calendar days after he is served with such document, and (2) the full cooperation of the officer or employee in the defense of such action or proceeding and in the defense of any action or proceeding against the City based upon the same act or omission, and in the prosecution of any appeal thereof.
- (f) The benefits of this section shall enure only to officers and employees as defined herein and shall not enlarge or diminish the rights of any other party. The provisions of this section shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance. The provisions of this section shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity available to or conferred upon any unit, entity, officer or employee of the city, the city or its governing body or any right to the defense and/or indemnification provided for any governmental officer or employee by, in accordance with, or by reason of, any other provision of state or federal statutory or common law.
- (g) The provisions of this section shall apply to all actions and proceedings pending upon the effective date thereof or thereafter instituted. (Ord. Of 12-30-85, S. 1)

## Definitions

### Administrative Decrease

An administrative decrease shall be defined as a reduction within the pay range of a class for disciplinary reasons.

### Allocation

The assignment of a position to its appropriate class in relation to duties performed.

### Appeal

An application or procedure for review of an alleged grievance submitted.

### Appointing Authority

Any officer, board, commission, person, or groups of people having the authority by virtue of State law or City ordinance, to make appointments in the City of Manassas.

### Appointment

The offer to and acceptance by a person of a position.

### Break in Service

Any separation from the service of the City of Manassas whether by resignation, lay-off, dismissal, unsatisfactory service, disability, retirement, or absence without leave of 90 days or more when the employee is subsequently re-employed. An authorized leave without pay shall not constitute a "break in service."

### Business Days

Calendar days exclusive of Saturdays, Sundays and legal holidays, except for the Police Department, Water Department and Museum System, for which Saturdays, Sundays and legal holidays are recognized as business days.

### Class

A group of positions which are sufficiently alike in general duties and responsibilities to warrant the use of the same title, specification and pay range.

### Class Specification

A written description of a class consisting of a class title, a general statement of the level of work, and of the distinguishing features of work, some examples of work, and the minimum qualifications for the class.

### Classifications

The grouping of positions in regard to: (a) duties performed and responsibilities; (b) requirements as to education, knowledge and experience, and ability; (c) tests of fitness; (d) ranges of pay.

### Classification Plan

The official or approved system of grouping positions into appropriate classes.

### Compensation

The standard rates of pay which have been established for the respective classes of work, as set forth in the pay plan.

### Compensation Schedule (Pay Plan)

The official schedule of pay approved by the City Council assigning one or more rates of pay to each class title, arranged schematically by classification series.

### Compensatory Leave

Time off in lieu of monetary payment for overtime worked.

### Continuous Service

Employment without interruption, except for absences on approved leaves.

### Definition of Duties

The work requirements for each position in terms of the importance, difficulty and extent of supervision and responsibility attaching thereto.

### Demotion

A demotion shall be defined as a reduction in the pay range of an employee in conjunction with a change in job duties and responsibilities.

### Department

An organizational entity specifically established by the City Council and/or Code of Virginia.

### Department Head

Department Head is that person or employee that reports directly to the City Manager, Assistant City Manager or City Council; for purposes of this handbook, elected constitutional officers shall be designated as department heads.

### Dismissal

A dismissal shall be defined as an involuntary separation from employment initiated by the employing authority as a result of the employee's unsatisfactory work performance or misconduct.

### Eligible

A person who has successfully met required qualifications for a particular class.

### Employee

An individual who is legally employed by the City and is compensated through the City payroll office for his/her services. Individuals or groups compensated on a fee basis are not included.

### Inclement Weather Policy

City of Manassas will make every effort to be open for business at regular hours, regardless of weather conditions. However, the City Manager or his designee may place liberal leave into effect during inclement weather conditions when deemed appropriate. Employees will be given the option to use liberal leave if in their judgment inclement weather prevents them from working scheduled hours. Appointing authorities may direct that liberal leave not be taken if certain employees are needed to perform necessary health, safety and emergency services.

### Incumbent

An employee occupying a position in the City service.

### Lay-Off

Separation of an employee from a position to which he has been appointed as a result of the abolition of a position, lack of work or lack of funds.

### Liberal Leave

A term to describe the use of annual leave, compensatory leave or leave without pay by an employee whenever the inclement weather policy is placed into effect by the City Manager.

### Merit Pay Increases

An increase in compensation established in the pay plan which may be granted to an employee by his appointing authority after completion of the appropriate year(s) of service in accordance with established levels of compensation for specific levels of work performance.

### Occasional Seasonal Employee

An employee who is hired during peak work periods or on an as-needed basis. This employee's work schedule would be sporadic with no predetermined hours worked per week or time worked per year. An occasional employee receives only those legally required benefits as outlined in Section 5.

### Overtime

Time worked by a non-exempt employee in excess of 40 hours per week.

### Overtime Pay

Compensation paid to an employee for overtime work performed in accordance with Fair Labor Standards Act (FLSA).

### Part-Time Regular Appointment

Part-time regular appointment indicates that the employee is scheduled to work less than 40 hours per week for the City on a part-time continuous basis, without regard for time limitation. Part-time regular employees will receive fringe benefits. See Section 5.13.

### Pay Grade

A numeric symbol which indicates the pay range for a specific position class.

### Pay Range

One or more specific pay rates assigned to a class of positions as the compensation for that class.

### Pay Rate

A specific dollar amount, expressed as either an annual rate, a monthly rate, a bi-weekly rate, or an hourly rate, as shown in the Pay Plan for the City.

### Position

Any office or employment, whether occupied or vacant, full-time or part-time consisting of duties and responsibilities assigned to one individual by an appointing authority.

### Probationary Employee

The probation period shall be defined as the first 180 calendar days of employment or reemployment for most City employees. The probationary period for Family Services, Fire and Rescue Departments and uniformed personnel of the Police Department, other than sworn officers, shall be 365 calendar days. The probationary period for Police Department sworn officers shall be 365 calendar days following completion of the police academy and field training.

### Probationary Period

The working test or trial period of employment. A new hire has no right to file a grievance during his or her probationary period. A promoted employee may be returned to his or her prior rank, provided the position is available, without a right to file a grievance during the probationary period.

### Promotion

Movement of a competitive service employee from a lower graded position to a position of higher grade.

### Public Safety

The term "public safety" is as defined by the Virginia Retirement System as "Employees covered under LEOS include sworn law enforcement officers, sheriffs, sheriffs' deputies, full-time salaried firefighters and superintendents and officers of regional jails." As this definition relates to the City of Manassas, the term "public safety" shall also include paramedics and emergency medical technicians.

### Qualifications

The minimum educational, experience, and personal requirements which must be fulfilled by a person preliminary to appointment or promotion.

### Reduction in Rank

Assignment of an employee from one class to another which has a lower maximum rate of pay. Same as demotion.

### Reemployment

Re-appointment of a former employee after a break in service to his former position or one of similar nature.

Regular Full-Time Employee - An employee who has satisfactorily completed the probationary period and is appointed to a full-time position. A regular full-time employee is scheduled to work a minimum of 40 hours per week and is entitled to participate in all benefit programs (see Section 5 for specific details). Full-time regular appointment indicates that the employee is to work for the City on a full-time continuous basis, without time limitation. Full-time regular appointment employees will receive all rights and fringe benefits.

Regular Part-Time Employee - An employee who has satisfactorily completed the probationary period and is appointed to a part-time position. A regular part-time employee is scheduled to work less than 40 hours per week on a regular basis. He or she may participate in all benefit programs, except the Virginia Retirement System.

### Regular Position

A position created for work on a continuous basis without intent of time limitation.

### Reinstatement

A return to a position in a class in which status was formerly held where there has been no break in service.

### Restricted Status

Individuals employed in restricted positions obtain restricted status at the end of their probationary period because they occupy time limited positions. The restricted employees shall be treated as regular employees. At any time restricted employees move to regular positions, or these positions are reallocated to regular positions, their restricted status must be changed to regular status. Restricted employees have less tenure with regard to layoffs than regular employees.

### Retiree

A retiree is receiving service retirement or disability retirement benefits under the City's retirement plan, based on service earned while in a covered position. Pursuant to Virginia Retirement System guidelines, an early retiree is defined as a terminating employee who is age 50 with at least 10 years of service or age 55 with at least 5 years of service in a VRS covered position. A normal retiree is defined as a terminating employee who is age 50 with 30 years of service (age 50 and 25 years of service for Public Safety personnel) or age 65 with 5 years of service in a VRS covered position.

### Separation

Leaving a position including resignation, lay-off, dismissal, disability and death.

### Substances

Includes alcohol, illegal drugs and legal drugs and other substances which may impair an employee's ability to effectively perform the functions of the job.

### Suspension

A suspension shall be defined as the temporary prohibiting of an employee to perform his/her duties. The suspension period shall be without pay. A forced leave of absence without pay for disciplinary purposes.

Temporary Full-Time Employee - An employee who is hired with the expectation of employment for a set duration, normally for limited short-term projects or peak work loads. A full-time temporary employee would normally work a 40-hour work week over a specific period of time, e.g. 3 months during the summer. Temporary employees receive only those legally required benefits as described in Section 5.

Temporary Part-Time Employee - An employee who is hired without with the expectation of employment for a set duration, normally for limited short-term projects or peak work loads. A part-time temporary employee would normally work less than 37-1/2 hours per week and would be hired for a specific period of time or to the completion of a project. Temporary employees receive only those legally required benefits as described in Section 5.

### Transfer

Assignment of an employee from one position to another position. Transfers can take place within a department, between departments, between positions of the same pay range, between positions of different pay ranges, between positions of the same class or between positions of different classes. Transfers may be employed for disciplinary purposes and shall be clearly identified as such. Otherwise, transfers shall be presumed to be for the good of the City service.

### Vacancy

A position which has been newly established or which has been rendered vacant by resignation, death or other removal of the previous incumbent.

### Verbal Reprimand

A verbal reprimand shall be defined as a verbal session between the supervisor and the employee wherein the employee is advised and cautioned with reference to unsatisfactory work performance or misconduct. Written documentation must be maintained.

### Veteran

Any person who has received an honorable discharge and has (i) provided more than 180 consecutive days of full-time, active duty service in the armed forces of the United States

or reserve components thereof, including the National Guard, or (ii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

Written Reprimand

A written reprimand shall be defined as a written documentation to the employee from the supervisor wherein the employee is advised and cautioned with reference to his/her unsatisfactory work performance or misconduct.

Withholding of Merit Increase

The withholding of a merit increase shall be defined as the withholding of the increase within the pay range of a class awarded upon the employee's completion of twelve (12) calendar months of successful job performance.