



## **City of Brunswick – Human Resources Standards of Practice**

### **SECTION 2 HUMAN RESOURCES FOUNDATIONS**

- 2.1 Accommodations for Disabilities
- 2.2 Equal Employment Opportunity
- 2.3 Employment at Will
- 2.4 Harassment
- 2.5 Sexual Harassment
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## City of Brunswick – Human Resources Standards of Practice

**SUBJECT: 2.1 Accommodations for Disabilities**

EFFECTIVE DATE: 1/5/2000

DATE REVISED:

### **Standard**

No City employee will discriminate against any qualified individual because of disability with respect to any term, condition, or privilege of employment. The city will make reasonable accommodations to the known physical and mental limitations of otherwise qualified individuals with disabilities, unless such accommodations would impose an undue hardship on the City's business operations. Both job applicants and employees are covered by the Americans with Disabilities Act and this Standard of Practice.

### **Practice Guidelines**

1. ***Definition of Qualified Individual:*** A qualified individual with a disability is one who, with or without reasonable accommodation, can perform the essential function(s) of the position that such individual holds or desires.
2. ***Scope:*** The prohibition on discrimination applies to all terms, conditions, and privileges of employment, including but not limited to:
  - Recruitment, selection, and hiring
  - Job assignment and classification
  - Promotions, transfers, layoffs, reduction in force
  - Compensation
  - Leave and Benefits
  - Education and training
  - Employer-sponsored activities.
3. ***Job Openings:*** Information about job openings shall be accessible to people with disabilities and available in alternate formats upon request.

4. **Interviewing:** After reviewing the job description, interviewers may ask applicants if they are able to perform the essential job functions with or without reasonable accommodations. Interviewers may not ask direct questions about whether an applicant has a disability or about the nature of the disability. Medical information cannot be discussed until after an offer of employment has been extended.
5. **Medical Examinations:** Supervisors are prohibited from requiring a medical exam before making an employment offer.
6. **Medical Information:** Information on an employee's medical condition or history is kept in a separate file from other employee information. Access to this information is limited to those who have a legitimate need to know.
7. **Confidentiality Regarding Disabilities:** All employees with responsibilities which may require knowledge of disabilities are to treat this knowledge in a confidential manner. All information regarding a disability or medical condition will be kept completely confidential except:
  - A. Supervisors who are responsible for assigning work responsibilities will be informed regarding restrictions on the work or duties of employees with disabilities and any accommodations that have been made.
  - B. First aid and safety personnel may be informed at appropriate times if the employee's condition may require emergency treatment.
  - C. Appropriate officials investigating compliance with federal/state/local laws may be informed.
8. **Reasonable Accommodations:** Supervisors who have questions regarding the organization's ability to make reasonable accommodations should contact the Human Resources Director.



## City of Brunswick – Human Resources Standards of Practice

**SUBJECT: 2.2 Equal Employment Opportunity**

EFFECTIVE DATE: 1/5/2000

DATE REVISED:

### **Standard**

The City supports equal employment, training, and advancement opportunities for all persons without regard to race, color, religion, sex, national origin, age, veteran status or any other status protected by law. The City provides employment, promotion, training, and transfer opportunities in a nondiscriminatory manner based on job-related qualifications and abilities.

### **Practice Guidelines**

1. **Scope:** This Standard of Practice applies to recruiting, hiring, placement, status, assignment of job duties, assignment of equipment, assignment of overtime, compensation, corrective action, disciplinary action, termination, access to benefits and training, promotion, transfer, and any and all other conditions of employment.
2. **Identification as EEO Employer:** The City identifies itself as an Equal Employment Opportunity Employer on materials including but not limited to:
  - Employment advertisements
  - Job Postings
  - Recruiting Materials
  - Application Forms
  - Employee Handbooks
  - Offer Letters
3. **Federal and State Posters:** All required state and federal posters regarding Equal Employment Opportunity will be posted on bulletin boards accessible to employees.
4. **Recruitment and Selection:** The organization will maintain data regarding the composition of the workforce in the relevant market area compared with the makeup of the City's workforce. Recruitment efforts will target minority and/or female candidates where departments have

underutilized a particular protected group, but will not exclude any applicant or group from consideration based on membership in a protected group. In all cases, the best applicant for the position will be selected based on job-related qualifications, experience, training, and/or education.

5. ***Employee Concerns About Discrimination:*** An employee who feels he/she has been discriminated against should report the matter to the supervisor. This includes any retaliatory action for having raised a discrimination issue. If, for any reason, the employee feels uncomfortable going to the supervisor, or is not satisfied with the supervisor's response, the employee should contact the next level of management. If the employee is not comfortable going to the next level of management, he/she should contact the Human Resources Director. The supervisor or manager receiving such a complaint or concern must promptly forward it to the Human Resources Director or be subject to disciplinary action up to and including termination of employment.
6. ***Investigation of Complaints:*** The Human Resources Director will promptly investigate all complaints and advise the City Manager immediately upon receipt of a complaint. All allegations will be treated confidentially to the extent possible, consistent with the best interests of the City and the employee. Employees will not be subject to retaliation or reprisals for reporting suspected discrimination or for taking part in any investigation of the allegation.



## City of Brunswick – Human Resources Standards of Practice

**SUBJECT: 2.3 Employment At Will**

EFFECTIVE DATE: 1/5/2000

DATE REVISED: 8/21/02

### **Standard**

Employment with the City is at will. This means that either the employee or the City has the right to terminate employment at any time, and for any reason, with or without cause.

### **Practice Guidelines**

1. ***Limitations***: No individual City representative has the authority to make any agreement with an applicant or employee that alters this status in any way, except those designated in writing by the City Manager as having the authority to do so.
2. ***Human Resources Materials***: No express or implied contract concerning any term or condition of employment will be communicated to employees or contained in any City materials, written correspondence or verbal conversations.
3. ***Introductory employment period***: Completion of a introductory employment period or conferral of regular employment status will not change an employee's status as an employee at will.
4. ***Offer Letter***: Nothing contained in a letter extending an offer of employment shall be construed as to alter an employee's at will status.
5. ***Termination***: Nothing contained in materials provided to employees in connection with their employment shall require the organization to have "just cause" to terminate an employee. Statements of specific grounds for termination set forth in this manual are not all-inclusive and are not intended to restrict the City's at will employment status.



## City of Brunswick – Human Resources Standards of Practice

**SUBJECT: 2.4 Harassment**

EFFECTIVE DATE: 1/5/2000

DATE REVISED:

### **Standard**

The City will not tolerate any form of harassment of employees, applicants, customers, or visitors in the work environment. The City maintains a work environment where employees are treated with respect and are not subject to harassment, intimidation, or exploitation. In particular, the City will not tolerate harassment of an employee because of race, sex, religion, color, age, national origin, disability, or veteran status.

### **Practice Guidelines**

1. **Scope:** Harassment may include verbal or physical conduct, including gestures, and/or the display of written or graphic materials which:
  - A. Degrade, show hostility, or lack of respect because of race, sex, religion, age, color, national origin, disability, or veteran status.
  - B. Create an intimidating, hostile, or offensive work environment for an employee.
  - C. Adversely affect an employee's employment opportunities.
2. **Sexual Harassment:** Sexual harassment is an illegal form of harassment based on or about gender or sex. (See Sexual Harassment.)
3. **Allegations of Harassment:** Allegations of harassment should be reported to the immediate supervisor immediately and investigated promptly by the Human Resources Director. If, for any reason, the person reporting the alleged harassment is uncomfortable going to the supervisor, or is not satisfied with the supervisor's response, he/she should contact the next level of management. If the person is not comfortable going to the next level of management, he/she should report to the Human Resources Director.
4. **Management Responsibility:** Managers are charged with the responsibility of ensuring that employees are provided an environment where they can be productive, satisfied, and safe. Managers and supervisors who observe instances of harassment, have reason to believe, or

should reasonably have been expected to know that someone may have been harassed, shall inform the next level of management and the Human Resources Director immediately. Managers and supervisors who receive an employee's report or concern of alleged harassment must inform their immediate supervisor and the Human Resources Director immediately. Any failure to so inform the proper supervisor and the Human Resources Director shall make the individual subject to disciplinary action, up to and including termination of employment.

5. ***Employee Responsibility:*** Every employee shares responsibility to make the workplace a safe environment. Any employee who becomes aware that an employee, customer, or visitor to the workplace may have been harassed is expected to report such behavior to the supervisor, Department Head, or Human Resources Director immediately. Failure to do so will cause the employee to have neglected shared responsibility for a safe workplace and may subject the employee to disciplinary action up to and including termination of employment.
6. ***Investigation of Complaints:*** The Human Resources Director will promptly investigate all complaints and shall advise the City Manager immediately upon receipt of a complaint. All allegations will be treated confidentially to the extent possible, consistent with legal requirements and the best interests of the City and the employee. Information will be shared strictly on a "need to know" basis. Employees will not be subject to retaliation or reprisals for reporting suspected harassment or for taking part in any investigation of the allegation.





## City of Brunswick – Human Resources Standards of Practice

**SUBJECT: 2.5 Sexual Harassment**

**EFFECTIVE DATE: 1/5/2000**

**DATE REVISED:**

### **Standard**

The City is committed to providing a work environment in which all individuals are treated with respect and dignity. Each individual has a right to work in a professional atmosphere that promotes equal opportunities and prohibits discriminatory practices, including sexual harassment. Sexual harassment, whether verbal, physical, or environmental, and whether in the workplace itself, or outside the workplace at City-sponsored activities, is unacceptable and will not be tolerated.

### **Practice Guidelines**

**Definition:** Sexual harassment is unwelcome sexual advances or requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of employment,
  - B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual,
  - C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
1. **Examples of Potential Sexual Harassment:** Sexual harassment may include a range of subtle and not so subtle behaviors, materials, or verbal comments that are based on or about sex. These include materials, behaviors, or comments intended to offend, as well as those which inadvertently or accidentally may be made available to an employee, guest, or vendor by virtue of being in the workplace. Sexual harassment can include harassment between individuals of different sexes or individuals of the same sex. Depending on the circumstances, these behaviors may include, but are not limited to:
- A. Unwanted sexual advances,
  - B. Subtle or overt pressure for sexual favors,

- C. Sexual jokes, flirtations, sexual innuendoes, advances or propositions,
- D. Verbal abuse of a sexual nature,
- E. Graphic commentary about an individual's body,
- F. Comments on sexual prowess, sexual deficiencies, sexual preferences or sexual habits,
- G. Leering, whistling, touching, pinching, assault, coerced sexual acts,
- H. Suggestive, insulting or obscene comments or gestures,
- I. Presence in the workplace of sexually suggestive objects or pictures, photos, drawings, or computer applications,
- J. Intimidation, ridicule, and insults based on or about sex.

2. ***Individuals Covered by this Standard:*** This standard applies to the all City employees and their behavior toward other employees. It also applies to customers, visitors, and vendors in the workplace.

3. ***Reporting an Incident of Sexual Harassment:***

- A. Individuals who perceive that they are being harassed are encouraged to confront the alleged harasser and advise him/her that the behavior is offensive and unwelcome or that it makes the individual uncomfortable. The individual should request that the alleged harasser stop the behavior immediately.
- B. Individuals who are not comfortable confronting the alleged harasser may take their concern to the immediate supervisor, or next level of management. If the individual is not comfortable going to supervisory or management staff, the individual is encouraged to report to the Human Resources Director. The City wishes to encourage individuals who perceive sexual harassment to report the incident immediately without fear of reprisal or retaliation.
- C. Individuals who believe they have been victims of sexual harassment or who believe they may have witnessed sexual harassment or inappropriate behavior are strongly encouraged to discuss their concerns with department supervisors, managers, or the Human Resources Director.

6. ***Management Responsibility:*** Managers are charged with the responsibility of ensuring that employees are provided an environment where they can be productive, satisfied, and safe. Managers and supervisors who observe instances of harassment, have reason to believe, or should have known that someone may have been harassed, shall inform the next level of management and the Human Resources Director immediately. Managers and supervisors who receive an employee's report or concern of alleged harassment must inform their immediate supervisor and the Human Resources Director immediately. Failure to do any and all of these things shall make the individual subject to disciplinary action, up to and including termination of employment.

7. **Employee Responsibility:** Every employee shares responsibility to make the workplace a safe environment. Any employee who becomes aware that an employee, customer, or visitor to the workplace may have been harassed is expected to report such behavior to the supervisor, Department Head, or Human Resources Director immediately. Failure to do so will cause the employee to have neglected shared responsibility for a safe workplace and may subject the employee to disciplinary action up to and including termination of employment.
8. **Investigation of Complaints:** The Human Resources Director will promptly investigate all Complaints and advise the City Manager immediately upon receipt of a complaint. All allegations will be treated confidentially to the extent possible, consistent with applicable legal requirements and with the best interests of the City and the employee. Information will be shared with others on a “need to know” basis only.
9. **Protection Against Retaliation:** Employees will not be subject to retaliation or reprisal for reporting suspected harassment or for taking part in any investigation of the allegation. Acts of retaliation should be reported to the Human Resources Director immediately.
10. **Responsive Action:** All employees have a shared responsibility to contribute to a positive and professional work environment. All employees should clearly understand that harassment constitutes failure of personal conduct and is subject to disciplinary and corrective action. Responsive action may include but not be limited to training and/or referral to counseling, disciplinary action such as warning, reprimand, withholding of promotion, reassignment, temporary suspension without pay, compensation adjustments, or termination of employment.



## City of Brunswick – Human Resources Standards of Practice

**SUBJECT: 2.6 Family and Medical Leave Act**

**EFFECTIVE DATE:** 1/5/2000

**DATE REVISED:** rev. 7/11/01; 4/6/05

### **Standard**

The federal Family and Medical Leave Act (FMLA) entitles employees to take up to 12 weeks of unpaid job-protected leave during a rolling backward 12 month period for specified family and personal medical reasons.

### **Practice Guidelines**

1. ***Acceptable Reasons for Family/Medical Leave:*** The City will grant an eligible employee up to a total of 12 work weeks of unpaid leave during a rolling backward 12-month period for one or more of the following reasons:
  - A. for the birth or placement of a son or daughter and to care for the newborn child,
  - B. for placement with the employee of a son or daughter for adoption or foster care,
  - C. to care for the employee's spouse, son, daughter, or parent with a serious health condition, or
  - D. because of a serious health condition that makes the employee unable to perform the functions of his/her job.
  
2. ***Eligibility:*** Eligible employees meet all of the following criteria:
  - A. Must have been employed for at least 12 months prior to the leave, although the 12 months need not be consecutive, and
  - B. must have worked at least 1250 hours during the 12 months immediately preceding the leave.
  
3. ***Definitions:***
  - A. Child - the employee's biological, adopted, foster child, stepchild, legal ward or a child for whom the employee acts as a parent. The child must be less than 18 years of age; or if 18 years of age or older, must be incapable of taking care of him/herself due to a mental or physical disability.

2.6-1 (rev.4/6/05)

- B. Parent - the biological parent of an employee or an individual who acted as a parent to the employee when the employee was a child.
- C. Spouse – an employee's current husband or wife and is considered such under the state law.
- D. Health Care Provider – a doctor of medicine or osteopathy, who is authorized to practice medicine or surgery by the state in which the employee is located; or any other person determined by the Secretary of Labor to be capable of providing health care services.

- E. Serious Health Condition – an illness, injury, impairment, or physical or mental condition that involves:
  - 1.) Any incapacity or treatment in connection with inpatient/resident care in a hospital, hospice, or residential medical care center.
  - 2.) An incapacity requiring absence of more than 3 calendar days and continuing treatment by a health care provider.
  - 3.) Continuing treatment by a health care provider of a chronic or long-term condition that is incurable or will likely result in incapacity of more than 3 days if not treated.
- F. Continuing Treatment:
  - 1.) 2 or more treatments by a health care provider,
  - 2.) 2 or more treatments by a provider of health care services (e.g. Physical therapist) on referral by or under orders of a health care provider,
  - 4.) At least 1 treatment by a health care provider which results in a regimen of continuing treatment under the supervision of the health care provider (e.g. a program of medication or therapy)
  - 5.) Under the supervision of, although not actively treated by, a health care provider for a serious long term or chronic condition or disability which cannot cured (e.g. Alzheimer's or severe stroke).

4. **Pay During Leave:** At the beginning of the leave, the employee must use any accumulated paid leave (including accumulated sick leave, compensatory time, and vacation days) unless the absence is because of an injury compensable under Georgia Worker's Compensation law. This leave will run concurrently with the FMLA leave. When accrued paid leave is exhausted, the remainder of the leave will be unpaid. In the case of Worker's Compensation leave, the employee is may not use accrued leave. Worker's Compensation guidelines apply instead.

5. **Length of Leave:**

- A. FMLA Leave is limited to a total of 12 weeks per rolling backward 12-month period,
  - (1) whether the 12 weeks are taken for a single reason or any combination of qualifying reasons, and (2) whether all, some or none of the leave is paid.

- B. Spouses employed by the City (both work for the City):
  - 1.) When both spouses are employed by the City, FMLA provides the spouses with only a combined 12 weeks of leave during the 12 month rolling backward period for the reasons listed below. When either spouse uses FMLA leave for one of these reasons, the time is deducted from the spouses' combined 12 week entitlement:
    - a.) Birth of a son or daughter and to care for the newborn after birth,
    - b.) Placement of a son or daughter for adoption or foster care or to care for the child after placement,
    - c.) To care for the employee's parent with a serious health condition.
  - 2.) Spouses each receive a 12-week entitlement during a 12 month rolling backward period for other FMLA purposes listed below, less any FMLA leave that the individual used from the spouses' combined 12 week entitlement:
    - a.) to care for each other
    - b.) to care for the employee's child with a serious health condition
    - c.) because a serious health condition makes the employee unable to perform the essential functions of the employee's position.
- C. Leave for birth or adoption (including foster care placement) must conclude within 12 months of the birth or placement.
- D. When the 12 weeks of Family and Medical Leave are exhausted, the employee may request a leave extension. See Section 4.6, Personal Leave of Absence, for more information.

6. ***Intermittent Leave:***

- A. Employees are allowed to take FMLA leave intermittently – which means taking leave in blocks of time or by reducing their normal weekly or daily work schedule – whenever it is necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.
- B. If the employee requests intermittent leave based upon a foreseeable medical necessity, the supervisor may require the employee to transfer temporarily to an available alternative position if the alternative position has equivalent pay and benefits and the alternative position better accommodates recurring period of leave than the regular employment position of the employee.
- C. Employees may not take intermittent leave for the birth, adoption or foster placement of a child.

- D. Employees must make a reasonable effort to schedule any intermittent leave for medical treatments to minimize the disruption to City operations. In some cases, the City may need to transfer the employee taking intermittent leave to a position that will minimize disruption of business activities.

7. **Required Notice:**

- A. If the need for leave is foreseeable, the employee must give at least 30 calendar days notice before the leave is to begin.
- B. If the leave is not foreseeable or a 30-day notice is not practical, the employee must give as much notice as possible

8. **Certification of Medical Leave:**

- A. When taking leave for the employee's own or a family member's serious health condition, the employee must provide acceptable medical certification of the need for the leave requiring only the information on the Department of Labor's Medical Certification form. Supervisors MAY NOT contact the employee's doctor if questions arise regarding the certification.
- B. Should employees using FMLA leave be required by the employer to participate in second or third medical opinions, such opinions will be at the expense of the employer (City). Periodic recertification must be provided by the employee at the employee's expense. No second or third opinions will be paid by the City at the recertification stage.
- C. When an employee has taken leave because of his/her own serious medical condition and returns from leave, the employee must submit statement from the employee's doctor certifying that the employee is able to return to work.

9. **Communication During Leave:** It is the employee's responsibility to report periodically (at least once every 30 [**calendar**] days) during FMLA leave, regarding the employee's status and intent to return to work. The employee is required to communicate with the employer at least 2 weeks prior to the anticipated return to work date, to advise the employer as to his/her intent and plans on returning to work and the anticipated date.

10. **Benefits During FMLA Leave:**

- A. During the FMLA leave, the City will continue to provide the employee's medical insurance on the same terms as if the employee were not on leave. If the terms of benefits are modified for active employees, those modifications will apply to any employee on FMLA leave.
- B. Employees on *FMLA* leave are responsible for any employee share of premiums or other employee-paid expense of coverage on the same terms as if the employee were not on FMLA leave unless the employee elects to discontinue health insurance benefits.

- C. If any employee fails to return to work at the end of the leave period, the employee may be required to reimburse the City for City-paid medical insurance expense incurred in providing coverage during the leave. As to non-health benefits, the City is entitled to recover only the costs incurred in paying for the employee's share of the non-health premiums.
- D. Employees who are on FMLA leave maintain any credit accumulated prior to the FMLA leave based on length of service for benefits such as vacation and sick leave. Employees will continue to accrue sick and vacation leave while the employee is using accrued sick leave, vacation, compensatory and other paid time off. However, they will not accrue leave during the unpaid portion of the leave. Employees using donated sick leave will not continue to accrue leave.
- E. Nothing in this policy limits the right or discretion of the City to amend, modify, interpret or eliminate any insurance or benefit plans or policies at any time.
- F. Employees on unpaid leave will not have their next salary increase prorated according to the length of time they were out on FMLA leave.

11. **Job Restoration:**

- A. Upon return from FMLA leave, the employee will be restored to the position held when the leave began, or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment
- B. In addition, the employee's use of FMLA leave cannot result in the loss of any employment benefits that the employee earned or was entitled to before using FMLA leave apart from the use of paid leave as provided for in Paragraph 4 above (Pay During Leave).
- B. Employees on FMLA leave have no greater right to reinstatement than if they had been continuously at work. Changes in hours, schedules, duties, jobs, benefits, pay and the like may occur due to business needs.
- D. No employee will be disciplined, denied promotion or transfer, or receive negative performance evaluations solely for utilizing FMLA leave as described in this policy.

12. **Record Keeping:**

- A. A confidential medical file will be kept for each employee using FMLA leave. These files will not be maintained in the employee's Personnel File but will be kept in a distinct file separate from the Personnel File. The files are kept for a minimum of 3 years from the date leave was requested.
- B. Forms and documents in the FMLA files may include:
  - 1.) Leave request form with anticipated date for return to work,
  - 2.) Certification from physician concerning the serious health condition,
  - 3.) Return to work medical certification,
  - 4.) Adoption/foster care documentation,
  - 6.) Medical care documentation.



13. ***Employment at Will:*** The City maintains employment at will and reserves the right to:
- A. Question a FMLA leave request under the provision set forth in the Family and Medical Leave Act and render disciplinary action up to and including termination of employment, for an employee who falsifies any facts to obtain FMLA leave.
  - B. Deny an FMLA leave request if it does not comply with the provisions set forth in this Standard of Practice and the law.
  - C. Render disciplinary action up to and including termination of employment for an employee who does not return from FMLA leave and does so without good cause related to the FMLA leave. Inability to return to work at the end of the 12 week period of job-protected leave will be grounds for termination of the employment relationship.



**REQUEST FOR LEAVE OF ABSENCE**

Employment Information

_____	
Employee Name	Employment Date
_____	_____
Employee #	Work phone/home phone
_____	_____
Department/Division	Current Position
_____	_____

**Leave Information**

1. Reason for requested leave:
  - a.  Birth of your child, or the placement of a child with your for adoption or foster care; Please give date of child’s birth or date of placement for adoption\_\_\_\_\_.
  - b.  Because of your own serious health condition which makes you unable to perform an essential function of your job;
  - c.  In order to care for your spouse, child, or parent with a serious health condition. Please indicate the relationship of the person to you:
    - spouse, (Does your spouse work for the City?\_\_\_\_\_)
    - child, or
    - parent.
 Please give the person’s name and address:
   
\_\_\_\_\_
  - d.  Military
  - e.  Personal (please explain):
   
\_\_\_\_\_
   
\_\_\_\_\_
  - f.  Other (please explain):
   
\_\_\_\_\_
   
\_\_\_\_\_
2. Date on which you wish to begin leave:\_\_\_\_\_
3. Date you plan to return to work:\_\_\_\_\_
4. Type of leave requested: (please check one):  continuous (full consecutive days)
   
 intermittent,  reduced work schedule. Please describe in detail the intermittent or reduced work schedule requested:\_\_\_\_\_

**EMPLOYEE’S ACKNOWLEDGEMENT**

**For Family, Medical, and Personal Leave:**

I understand that all applicable paid leave must be used before the unpaid portion of my leave begins. I understand that the City requires that this Request for Leave Form be submitted 30 days in advance of the beginning of the requested leave, or, if that is not possible, as early as practicable. I understand that failure to submit a Request for Leave Form may subject me to disciplinary action. Failure to submit all other requested information, including medical certifications, when required, may result in the delay of the beginning of the leave, or may result in the withdrawal of any

FMLA designation, in which case my leave would be unauthorized, subjecting me to disciplinary action up to and including termination of employment.

I understand that I have no greater right to reinstatement or to other benefits and conditions of employment than if I had been continuously employed during the FMLA period. I understand, therefore, that my rights to continued leave, maintenance of health benefits, and return to my job end under FMLA if and when the employment relationship terminates.

I understand that I can be transferred temporarily to an alternative position with equivalent pay and benefits that better accommodates my intermittent or reduced schedule leave. This position may not have equivalent duties.

I hereby agree that while I am on leave, I will continue to pay my share of group insurance premiums, unless I elect to discontinue such coverage. I also agree that if I fail to return to work at the end of the leave period, I will reimburse the City for the cost of insurance benefits provided by the City during my leave, unless I fail to return to work because of the continuation, recurrence or onset of a serious health condition or because of other circumstances beyond my control . If I am unable to return to work because of a serious health condition, I will provide medical certification from the appropriate health care provider stating that I am unable to perform the functions of my position on the date that my leave expired or that I am needed to care for a covered relation because he/she has a serious health condition on the date that my leave expired.

**For Serious Health Condition of Employee or Covered Relation:**

I understand that I must provide a completed Request for Leave form to my supervisor within 2 days of giving oral notice of the need for leave. I further understand that I must provide the medical certification form before my leave begins. If this is not possible through no fault of my own, I must submit the form within 15 calendar days of providing notice for the need for leave. I understand that failure to provide this form may result in delay of my leave, or withdrawal of the FMLA designation, in which case I may be subject to disciplinary action, up to and including termination of employment.

I understand that it is my responsibility to communicate with my supervisors to provide periodic reports during my leave, regarding my status and my intent to return to work. If the circumstances of my leave change and I am able to return to work earlier than the date indicated in my request, I will notify my supervisor at least two work days prior to the date I intend to report for work.

I understand that I must provide a completed Return to Work Medical Certification Form before I will be allowed to return to work from an absence due to my own serious health condition.

**For Military Leave:**

I understand that I must provide documentation regarding my military leave and pay in accordance with City policy and applicable military leave laws. I understand that I must provide such documentation and notice as soon as I am aware of the need for leave.

I understand that after completion of satisfactory active military service, I must report to work or make application for reemployment within the time frames outlined in Company policy and application military leave laws.

I understand that as a reservist and member of the National Guard, I must make application of reemployment within the time frames outlined by applicable military leave laws. After fulfilling regular training obligations, I must report back to work at the beginning of the next regularly schedule working period after completion of regular training.

**Certification**

I certify that all of the above information is true and correct to the best of my knowledge. I understand that any intentional misrepresentation concerning the above facts can result in termination of my employment.

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Supervisor's Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## City of Brunswick – Human Resources Standards of Practice

**SUBJECT: 2.7 Workplace Violence**

**EFFECTIVE DATE: 1/5/2000**

**DATE REVISED:**

### **Standard**

The City will foster a work environment which is free from threats, threatening behavior, acts of violence, or any related conduct which intimidates others, disrupts another's work performance or the organization's ability to carry out its mission. Any behaviors which threaten to harm, harass, or intimidate others will be met with immediate response, and individuals acting inappropriately will be subject to disciplinary action up to and including dismissal of employment and/or criminal charges, as appropriate.

### **Practice Guidelines**

1. Any person (employee or non-employee) who makes threats, exhibits threatening behavior, or engages in violent acts on City-owned or leased property may be removed from the premises immediately pending the outcome of an investigation. Threats, threatening behavior, or other acts of violence executed off City-owned or leased property but directed at City employees while conducting official City business, are also a violation of this Standard of Practice. Threats, threatening behavior, or other acts of violence made by City employees against other City employees or customers are a violation of this Standard. Off-site threats include but are not limited to threats made via telephone, fax, electronic or conventional mail, or any other verbal or non-verbal communication medium. In that the purpose of this Standard is to maintain a safe workplace, it applies to employees engaged in the conduct of City business as well as non-employees who may be in contact with City employees in the conduct of business.
2. Violations of this Standard will lead to disciplinary action up to and including dismissal, arrest, and prosecution. In addition, if the source of such inappropriate behavior is a member of the public, the response may also include barring the person(s) from City-owned or leased premises, termination of the business relationship with that individual, and/or prosecution of the person(s) involved.

3. Employees should immediately notify their immediate supervisor and /or department head of any threats which they have witnessed, received, or have reason to believe that another person has witnessed or received. Employees should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is job-related or might be carried out on City-owned or leased property or in connection with City employment. If the supervisor or Department Head is not immediately available, employees should contact any available supervisor/manager in the area, or contact the police. The Department Head, supervisor, Human Resources Director and/or City Manager should be notified as soon as reasonably possible.
4. Department Heads and supervisors should evaluate work sites and establish a security plan to minimize risk of bodily or psychological harm for all employees. Each Department Head should include in its Departmental Operating Procedures standard procedures which employees are trained to use in the event of a situation involving a violent person.
5. The City Human Resources Department will orient new employees regarding the City's Standards of Practice for workplace violence and shall facilitate regular training such that all employees are provided awareness. In addition, Department Heads and supervisors shall continue communications with all employees on a regular basis to maintain awareness of the potential for workplace violence.
6. Employees are encouraged to voice concerns or raise issues related to workplace violence and to bring such issues to the attention of the supervisor, Department Head, Human Resources Director, and/or City Manager. The purpose is to maintain an awareness of all potential risks and to address such risks before they become harmful.
7. Department Heads shall make employees available for necessary training and orientations on this subject.
8. Department Heads and supervisors are responsible for ensuring that every employee knows the proper procedure for reporting or reacting to potential workplace violence. Failure to properly communicate such procedures or standards of behavior will result in disciplinary action up to and including dismissal from employment.
9. Each employee who receives a protective or restraining order which lists City-owned or leased premises as a protected area is required to provide their supervisor and Department Head with a copy of such order.
10. Any employee who has a concern that requires immediate action should contact the City Police Department.

