



Morrisville Town Council

Regular Meeting

March 26, 2024, 6:00 PM

Town of Morrisville Mission Statement: Connecting our diverse community to an enhanced quality of life through innovative programs and services.

1. Call to Order

- 2. Recognition of Sergeant at Arms Sgt. L. Strickland** Sergeant Lori Strickland has 15 years of law enforcement experience, and 13 years with the Town of Morrisville. She has served on the Crisis Intervention Team and has received Officer of the Year recognition several times. She is currently assigned to the patrol division and is the supervisor of the 40 squad.

3. Invocation

Invocation by Mayor Cawley

4. Pledge of Allegiance

5. Adoption of Regular Agenda

Call for any conflicts of interest in relation to the proposed agenda.

6. Consent Agenda

- 6.a [Resolution Adopting Fiscal Policies Updates](#)
Nancy Emslie, Finance Director
[2024-89-0 Resolution and Policies Combined.pdf](#)
- 6.b [Approval of February 2024 Town Council Meeting Minutes](#)
[20240213 Minutes.pdf](#)
[20240227 Minutes.pdf](#)
[20240229 Draft Minutes.pdf](#)
- 6.c [Budget Ordinance Amendment Third Quarter](#)
Byron Hayes, Budget Director
[2024-114-0 BOA Quarterly Budget Capital Project Ordinance Amendment.pdf](#)

7. Items Pulled from Consent (if any)

8. Administrative Reports

- 8.a Quarterly Capital Projects Update
Mark Spanioli, P.E., Director of Engineering
2024-115-0 Capital Project Update March 2024.pdf

9. Presentations

- 9.a Retirement Recognition of Jerry Allen
Mary Faucette, PRCR Director
Action - March 26
- 9.b Proclamation Recognizing Child Abuse Awareness Month
2024-108-0 Proclamation Recognizing Child Abuse Awareness Month.pdf
- 9.c Proclamation Recognizing Local Government Budget & Finance Professionals Week
2024-117-0 Proclamation Recognizing Local Government Budget and Finance Professionals Week.pdf
- 9.d Police Department Presentation
Police Department Presentation FNL (2).pdf

10. Public Address

11. New Items

- 11.a Resolution Amending Personnel Policies
Nate Mayer, Interim Human Resources Director
Brief - March 26
Action - April 9
2024 -107-0 RES Resolution Amending Personnel Policies.pdf
2024-107-0 ATTH-01 Personnel Policy with Changes.pdf
2024-107-0 ATTH-02 Personnel Policy Summary of Changes.pdf
Personnel Policy Update Presentation.pdf
- 11.b Resolution Adopting the Morrisville Sponsorship Policy & Facility Naming Rights Policy
Wil Glenn, Communications & Outreach Director
Brief - March 26, 2024
Action - April 9, 2024
2024-118-0 RES Adopting Morrisville Sponsorship Policy & Facility Naming Rights Policy.pdf
2024-118-0 ATTH 01 Morrisville Sponsorship Policy.pdf
2024-118-0 ATTH 02 Morrisville Facility Naming Rights Policy2.pdf
2024-118-0 ATTH 03 Sponsorship Agreement.pdf
2024-118-0 ATTH 04 Sponsorship Categories.pdf

[2024-118-0 ATTH 05 Sponsorship Interest Form.pdf](#)

[2024-118-0 ATTH 06 Facility Naming Rights Interest Form.pdf](#)

[2024-118-0 ATTH 07 Facility Naming Rights Agreement.pdf](#)

[2024-118-0 PRES Sponsorship Policy & Facility Naming Rights Policy.pdf](#)

12. **Future Meetings, Events and Community Engagement Opportunities** For a full listing of events, please see the Town Calendar at www.morrisvillenc.gov
13. **Council and Manager Comments**
14. **Adjournment** Thank you for attending this meeting of the Morrisville Town Council. We hope you plan to join us again! Please feel free to email your Town Council members at TownCouncil@TownofMorrisville.org, or visit www.TownofMorrisville.org/Council for additional contact information.

Town Council Agenda Item Report

Agenda Item No. 6.a

Submitted by: Nancy Emslie

Submitting Department Finance

Meeting Date: March 26, 2024

SUBJECT

Resolution Adopting Fiscal Policies Updates

Nancy Emslie, Finance Director

Recommendation:

Adoption of Updated Fiscal Policies

Updates/History of Briefing:

Not applicable

Executive Summary and Background Information:

A fiscal policy that is adopted, adhered to, and regularly reviewed is recognized as the cornerstone of sound financial management. Staff has completed a period review of the Town's Comprehensive Fiscal/Financial Policies and Procedures. The policies are designed to provide guidance for Management in the daily operations of the Town. As part of the review, the following policies have been updated.

Cash Management Policy – Per General Statute 159-32 the daily deposit amount increased from \$250 to \$500. In addition, the policy has been updated regarding authorized signers and procedure for manually issued checks.

Conflict of Interest Policy – The policy has been updated to reflect gifts and favors language information. This information was previously located in the Purchasing Policy section. This policy information is typically requested with grant application information and is good business practice to have both the conflict of interest and gifts and favors in the same policy section.

Nondiscrimination Policy – This policy has been updated to reflect the same language throughout the Comprehensive Fiscal/Financial Policies and Procedures.

A redlined version is attached that reflects the recommended policy changes. All policy changes are highlighted for easy reference.

Advisory Board/Committee Review:

None

Insert Date of Advisory Board/Committee Review:

Advisory Board/Committee Recommendation and/or Vote:

None

Potential Options:

Adopt resolution updating fiscal policies

Do not adopt resolution updating fiscal policies

Staff Recommendation:

None

ATTACHMENTS

- [2024-89-0 Resolution and Policies Combined.pdf](#)



RESOLUTION 2024-89-0 OF THE MORRISVILLE TOWN COUNCIL ADOPTING THE FISCAL POLICY UPDATES

WHEREAS, a fiscal policy that is adopted, adhered to, and regularly reviewed is recognized as the cornerstone of sound financial management; and

WHEREAS, the Cash Management Policy has been updated to reflect the increase in North Carolina General Statute 159-32 regarding daily deposits and revised signatory changes; and

WHEREAS, the Conflict of Interest Policy has been updated to include gifts and favors language; and

WHEREAS, the Nondiscrimination Policy has been updated to reflect the same language throughout the Comprehensive Fiscal/Financial Policies and Procedures; and

NOW, THEREFORE, BE IT RESOLVED THAT THE MORRISVILLE TOWN COUNCIL hereby adopts the fiscal policy updates as presented in the redline versions attached to this resolution.

Adopted this the 26th day of March, 2024.

TJ Cawley, Mayor

ATTEST:

Michelle Parker-Evans, Interim Town Clerk

CASH MANAGEMENT POLICY

The purpose of the Town's Cash Management Policy is to provide guidelines to maximize the use of public moneys in the best interest of the public.

Receipts: Cash receipts will be collected as expediently as reasonably possible to provide secure handling of incoming cash and to move these moneys into interest bearing accounts and investments. All incoming funds will be deposited daily as required by North Carolina General Statute 159-32 which states that all moneys collected on hand that amount to \$500,250 or greater shall be deposited. Deposits will be made in such a manner as to receive credit for that day's interest.

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Cash Disbursements: The Town's objective is to retain moneys for investment for the longest appropriate period of time. Disbursements will be made shortly in advance of or on the agreed-upon contractual date of payment unless earlier payment provides a greater economic benefit to the Town. All checks require (2) signatures. The Town Manager, Deputy Town Manager, Assistant Town Manager, Finance Director and Controller are authorized signers. ~~Finance Director, Assistant Town Manager, or Town Manager.~~ The use of electronic signature is authorized by Town Council. Manual checks require one signature from the Manager's Office and one signature from the Finance Office.

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Banking Relations: Banking service providers will be evaluated and selected through a competitive proposal process. Town Council will review the banking relationship at least every five years. The Town will maintain a minimum number of bank accounts to facilitate the movement and investment of funds. Collateralization for deposits will be in accordance with Title 20, Chapter 7 of the North Carolina Administrative Code.

Adopted 3/26/07 Resolution 2007-046; Revised 7/26/11 Resolution 2011-069; Revised 4/23/13 Resolution 2013-050. Resolution 2024-80-0

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CONFLICT OF INTEREST POLICY

The purpose of the Town's Conflict of Interest Policy is to ensure that when actual or potential conflicts of interest arise, the Town has a process in place under which the affected individual will advise the governing body about all relevant facts concerning the situation.

The policies of the Town prohibit any employee, Council member, officer, or agent from participating in the selection, award, or administration of a contract if he or she has a real or perceived conflict of interest.

Such conflict includes, but is not limited to, the employee, officer, or agent, any member of their immediate family, spouse, or organization they may otherwise work for has any interest, financially or personal, in the party being considered for the contract. Financial interest shall not be considered substantial and therefore a conflict if it is below one thousand dollars (\$1,000).

The Town shall disclose any potential conflicts of interest to the U.S. Department of Treasury or any applicable Federal agency pursuant to their Conflict of Interest policy.

~~No employee, officer, or agent may solicit or receive any gratuities, favors, or any monetary value from contractors or subcontractors. Any violation of this policy may result in termination as determined by the Town.~~

~~Furthermore, N.C. General Statute 14-234 makes it a misdemeanor for a public official to benefit from contracts with the unit he or she works for or represents.~~

GIFTS AND FAVORS –

No employee, officer, or agent may solicit or receive any gratuities, favors, or any monetary value from contractors or subcontractors. Any violation of this policy may result in termination as determined by the Town.

No employee shall engage in any transaction, which is incompatible with the proper discharge of his or her official duties in the public interest or would tend to impair independent judgment or action in the performance of official duties.

No officer or employee of the Town who is charged with preparing plans, specifications, or estimates for public contracts; awarding or administering contracts; or inspecting or supervising construction will receive a gift or favor from any contractor, subcontractor, or supplier who has a contract with the Town; has performed under such a contract within the past year; or anticipates bidding on such a contract in the future.

Town employees shall not directly or indirectly solicit or accept any gift with a value of more than \$25 when the exchange is related to his or her job. The gift shall not be in cash and all gifts from the donor shall not exceed \$50 in one year.

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Furthermore, G.S. § 14-234 makes it a misdemeanor for a public official to benefit from contracts with the unit he or she works for or represents.

Adopted 4/25/2022 Resolution 2022-152-A; Resolution 2024-89-0

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NONDISCRIMINATION POLICY

The purpose of the Town's Nondiscrimination Policy is to address issues of diversity and multiculturalism that foster an inclusive community and the elimination of discrimination.

~~The Town does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services.~~ The Town is committed to providing an inclusive and welcoming environment for all members of our council, staff, clients, volunteers, vendors, subcontractors, and the community.

The Town adopted an ordinance in March 22, 2022, which states prohibiting discrimination with regards to employment, which extends to contractors, and prohibits discrimination on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, National Guard or veteran status, religious belief or non- belief, age, or disability.

The Town has the authority to protect against discrimination that is detrimental to the health, safety and welfare of its residents and the peace and dignity of the Town pursuant to N.C. General Statute § 160A-174.

The Town is authorized by the N.C. General Statute § 153A-122 to permit a Wake County ordinance to apply within the Town's territorial jurisdiction by enacting a resolution so providing.

The Wake County Nondiscrimination Ordinance shall apply within the corporate limits of the Town that are located within Wake County and shall have the same force and effect and shall be enforced to the same extent within the corporate limits of the Town as within Wake County. Wake County shall be authorized and permitted to enforce the provisions of the Wake County Nondiscrimination Ordinance within the corporate limits of the Town that are located within Wake County pursuant to N.C. General Statute § 153A-122, to the fullest extent allowed by law.

Adopted 3/22/2022 Resolution 2022-96-0, Resolution 2024-80-0

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Town Council Agenda Item Report

Agenda Item No. 6.b

Submitted by: Michelle Parker-Evans

Submitting Department Administration

Meeting Date: March 26, 2024

SUBJECT

Approval of February 2024 Town Council Meeting Minutes

Recommendation:

Review and approve minutes as presented.

Recommend edits to minutes and approve.

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

Minutes - February 13, 2024 Regular Meeting

Minutes - February 27, 2024 Regular Meeting

Minutes - February 29, 2024 Work Session

Advisory Board/Committee Review:

None

Insert Date of Advisory Board/Committee Review:

Advisory Board/Committee Recommendation and/or Vote:

None

Potential Options:

None

Staff Recommendation:

None

ATTACHMENTS

- [20240213 Minutes.pdf](#)
- [20240227 Minutes.pdf](#)
- [20240229 Draft Minutes.pdf](#)



Morrisville Town Council
Regular Meeting
February 13, 2024 - 6:00 p.m.

NOTE: Minutes are summaries only, reflecting Council action and main points of discussion. For the full meeting audio and/or video, the meeting agenda, presentations and other related agenda materials please click [here](#).

1. Call to Order

Mayor Cawley called the meeting to order at 6:00 p.m. Also present were Mayor Pro Tem Garimella, Council Members Fender, Johnson, Rao, Robotti, Scroggins-Johnson, and Town Attorney Frank Gray.

Staff present:

Brandon Zuidema, *Town Manager*
Giselle Rodriguez, *Deputy Town Mgr.*
Jeanne Hooks, *Dir. Of Mgt. Services*
Nancy Emslie, *Finance Director*
Mary Faucette, *Parks & Recreation Dir.*
Erin Hudson, *Strategic Perf. Manager*
Brittany Johnson, *Planner II*

John Letteney, *Assistant Town Mgr*
Beaonca McCain, *Deputy Town Clerk*
Josh Michael, *Planner II*
Michelle Parker-Evans, *Int. Town Clerk*
Michele Stegall, *Planning Director*
Eliot Ward, *Planning Manager*
Other Planning Staff

2. Recognition of Sergeant at Arms – Officer Jasmice Thompson

Officer Jasmice Thompson joined the Morrisville Police Department in 2019 as a full time Police Officer where she was a member of the patrol division for three years. She has since changed career fields but still serves the Town of Morrisville as one of our Reserve Officers.

3. Invocation

Mayor Cawley recognized Council Member Rao. Council Member Rao delivered the invocation in honor of Black History Month.

4. Pledge of Allegiance

Mayor Cawley invited everyone to stand and recite the Pledge of Allegiance.

5. Adoption of Regular Agenda

Mayor Cawley called for conflicts of interest regarding the proposed agenda. There were no conflicts from Council Members.

***Motion: Council Member Rao to approve
Second: Mayor Pro Tem Garimella
The motion carried unanimously.***

6. Consent Agenda

- 6.a Resolution Dissolving the Morrisville Public Education Advisory Committee
Brandon Zuidema, Town Manager**
- 6.b Resolution Dissolving the Performance Measures Advisory Committee
Brandon Zuidema, Town Manager**
- 6.c Resolution authorizing Audit Contract Renewal
Nancy Emslie, Finance Director**

Motion: Council Member Rao to approve

Second: Council Member Johnson

The motion carried unanimously.

7. Items Pulled from Consent

No items were pulled.

8. Presentations

8.a Presentation Recognizing Service of Morrisville Public Education Advisory Committee (MPEAC) and Performance Measures Advisory Committee (PMAC) Members

Mayor Cawley called for committee members who were present to come forward. He presented certificates to Sarah Fuller (MPEAC); Shreyance Rai (MPEAC); and Ram Poudel (MPEAC). He thanked the individuals for their service to the community.

Council Member Rao thanked the members for their engagement and urged them to apply for other committees.

Certificates were requested to be mailed to committee members who were not in attendance.

9. Public Address

Interim Town Clerk Michelle Parker-Evans stated that no public comments were received via email for Public Address. No one signed up for in person public address.

10. Action Items

10.a. Resolution Announcing Intent to Permanently Close a Portion of Scoggins Avenue Josh Michael, Planner II

Mr. Michael introduced the item. He noted that the request was to permanently close a portion of Scoggins Avenue. The request was a part of the Town Center Project and

would close a 30' portion of right-of-way that was owned by the Town of Morrisville. The affected portion would be the westernmost part of Scoggins Avenue.

The resolution would be advertised for four weeks and public notice posted along the way of the street closing.

Staff recommended approval of the request to approve the resolution announcing the intent to permanently close a portion of Scoggins Avenue.

Motion: Council Member Scroggins-Johnson to approve
Second: Council Member Fender
The motion carried unanimously.

**10b. Proposed Master Sign Plan for the Spark Development Located at 4877 McCrimmon Parkway (MSP-23-0003)
Eliot Ward, Planning Manager**

Mr. Ward reminded Council of the briefing and public hearing held at the January 23, 2024 meeting for the Spark Development signage at 4877 McCrimmon Parkway. He announced that there were no new updates. There were no questions from the Council.

Motion: Council Member Johnson to approve
Second: Council Member Fender
The motion carried unanimously.

**10c. Capital Project Ordinance Amendment and Resolution Amending the Town Center Pre-Development Agreement
Brandon Zuidema, Town Manager**

Town Manager Brandon Zuidema facilitated the item. He reminded Council that the request was to fund the remainder of the pre-development work for the Town Center up until the start of construction. The initial pre-development agreement was signed in May 2023 with the understanding that there would be a development agreement in place by January 2024. Due to delays in design work, Manager Zuidema requested that Council extend the pre-development agreement and fully fund all the work in that agreement and move to a development agreement once there was a pre-construction estimate, likely in April or May 2024. There was no additional new information. There were no questions from Council.

Motion: Council Member Johnson to approve Resolution
Second: Mayor Pro Tem Garimella
The motion carried unanimously.

Motion: Council Member Johnson to approve Capital Project Ordinance Amendment
Second: Mayor Pro Tem Garimella
The motion carried unanimously.

11. New Items

Resolution Adopting the Language Access Plan Giselle Rodriguez, PE, Deputy Town Manager

Deputy Town Manager Giselle Rodriguez facilitated the item. She recapped an earlier presentation from November 28, 2023 and stated that Council was requested to adopt the plan and policy to increase language access in the community.

Ms. Rodriguez applauded the commitment and input from the community partner, Hindi Vikas Mandal (HVM), for their amazing collaboration and engagement during the process.

Morrisville's unique demographics includes 46 percent Asian, with Asian Indian being the largest group in the Asian category representing approximately 36 percent of the Town's population in 2020.

Adoption of the plan will ensure compliance with Title VI of the Civil Rights Act of 1964, but the Town will also benefit by including a commitment to inclusivity; building bridges to stronger community connections; and expanding effective engagement.

41 percent of the population speak languages other than English. There is a need to connect with 9 percent of the population who speak English less than very well. Hindi, the primary language of Asian-Indians is encountered by 23 percent of Morrisville's departments.

Deputy Manager Rodriguez provided details about the policy to be adopted by Resolution and an overview of the action plan to be implemented. An example of the actions to be taken include entering into a contract with interpreters to provide information in preferred languages. Next steps include Council passing a Resolution adopting the plan and establishing a language access policy on February 27, 2024, and staff training.

Council Member Scroggins-Johnson requested to collaborate with other municipalities on signage. Council Member Rao asked about artificial intelligence (AI) being used.

12. Future Meetings, Events and Community Engagement Opportunities

Mayor Cawley discussed upcoming events, noting that viewers could visit www.townofmorrisville.org/calendar, for more detailed event information.

13. Council and Manager Comments

Mayor Pro Tem Garimella remarked about the nice ribbon cutting ceremony for the Shiloh Park reopening. He spoke about how happy he was with the progress and transformations at the park.

Council Members Johnson and Scroggins-Johnson had no comment.

Mayor Cawley also enjoyed the ribbon cutting ceremony and stated that he looked forward to future events. He mentioned being asked by Leigh Ann Alford-Keith with Wake County Public Schools if the Council would be interested in a presentation on the School's strategic plan. She proposed possibly meeting during a Work Session.

Council Member Scroggins-Johnson was in favor of the presentation as it was of public interest. Council Member Robotti agreed and commented that she would love to have a meeting between the Town Council and the Wake County Schools. There was no urgency expressed. Town Manager Zuidema stated that staff will work on the logistics.

Council Member Fender thanked the Public Works department, Trees for the Triangle, and volunteers of TATA North Carolina for planting trees at Morrisville Community Park.

Council Member Rao reminded everyone of the early voting dates. He congratulated Raleigh-Durham Airport on the addition of COPA Airlines to its service. He spoke about economic development opportunities for Morrisville.

Town Manager Zuidema introduced John Letteney as the new Assistant Town Manager. Mr. Letteney commented that he was very impressed with the quality and quantity of work produced by staff. He looked forward to carrying out Council's vision for the community.

Town Manager Zuidema noted that Triangle Community Coalition (TCC) would like to have a coffee chat with Town Council. Dates will be solicited in a follow-up email.

The Chamber of Commerce will attend the February 29th Work session. Manager Zuidema asked the Council to think of questions or concerns they may wish to address with the Chamber and send them individually to the Manager.

Park tours will be offered to Council Members on March 2nd and April 13th. Council members should be let the Manager know of their interest and availability.

Manager Zuidema invited Council to attend a Department Head/Senior Management breakfast for an informational conversation. Dates will be addressed by email.

14. Work Sessions

14.a. Mural Design Selection Brittany Johnson, Planner II

Ms. Johnson recapped the presentation and steps of the Mural Design project. Murals will be designed in three locations—the Morrisville Aquatics and Fitness Center (MAFC); the Fire Administration Building; and Shiloh Community Park. She stated that the project was now at Step 5, Implementation. Town Council will select final design for each location. The final selection will be scheduled for the February 27, 2024 meeting. Ms. Johnson invited Council to walk around the room to appreciate the printed version of the

proposed murals and discuss their observations. She gave demographic background on the artists as well as themes for the designs.

Council members discussed the mural options and reached a consensus on Artist Max Dowdell's butterfly design for the Fire Administration building. Council would like to incorporate "Morrisville" in the mural. Ms. Johnson agreed to have a conversation with the artist regarding the request. Council also asked about increasing the mural area of coverage on the Morrisville Carpenter Road facing façade.

Artist Britt Flood's colorful abstract was the preliminary consensus reached for the MAFC. Council members were encouraged to further discuss the selections. After discussing the merits of the design, the consensus for the MAFC design was Sampada Agarwal.

There was discussion regarding the historic importance of the Shiloh mural design. There was a consensus to use the design by Raman Bhardwaj if the figures were painted a more neutral color. The Council members also were in favor of integrating the photographic design by Erick Davis into the park.

The item will come back before the Council at the February 27, 2024 for final selections.

14.b. 2024 Town Council Winter Retreat Debrief Brandon Zuidema, Town Manager

Manager Zuidema facilitated a conversation with Council to make sure there were no missed items from the January Winter Retreat for staff direction. He noted that a Budget Work session will be held February 29, 2024 to discuss some items that were not addressed at the retreat.

Solid Waste – Manager Zuidema asked for clarity on Council's openness to consider a solid waste fee for FY26 implementation. Council concurred.

Brainstorming/Council Communication – Manager Zuidema will share with Council once it is formatted.

Advisory Committees – Part of this item was addressed with dissolving the MPEAC and PMAC. Staff will reach out to other members to thank them for their service.

Staff recommended no longer having PSAC address parking ticket appeals, in part based on a recommendation from the International Association of Chiefs of Police. Staff will come back with alternative recommendations.

Smart Cities - Staff will be working with the Smart Cities to discuss the potential for use of sub-committees to address some of their needs and concerns.

Staff will coordinate an annual joint meeting between Council and the five advisory committees. There will be a focus on new member training as well as training for staff liaisons and chair and vice chairs of the Committees once a permanent Clerk is in place.

Committee minutes will be provided to Council. Council was also interested in evaluating the recording of committee meetings.

Economic Development – Staff will provide information on what role the Morrisville Chamber of Commerce should play. The Chamber will attend the February 29th Work session. Manager Zuidema asked Council to please share their thoughts and topics desired prior to the meeting date.

Council Member Rao posed the question of how the Chamber’s money from the Town of Morrisville was being spent? What would new money be spent on? He noted that the Town provided approximately \$85,000 to the Chamber annually. Manager Zuidema responded that monies were intended to be spent on economic development initiatives and there was in-kind trade as well as space rental in the upstairs portion of the Chamber’s building. Other questions included what were the trendlines in membership for the Chamber?

Cricket – Staff provided updated information. Staff is still gathering additional information for the upcoming year.

Affordable Housing – Staff is awaiting additional information from Habitat for Humanity before proceeding. Staff will come back to Council with an update when they receive information from Habitat. Council agreed to pause any additional work on down payment assistance while the Habitat option was being researched.

The construction partnership was paused because it was presently cost prohibitive for a Wake County partnership.

There was a consensus to bring back information on rental assistance for the upcoming budget process.

Manager Zuidema thanked everyone for their feedback during the brainstorming session. There was consensus around supporting future investment, economic development, technology and sustainability. Council was also interested in competitive compensation for staff, connectivity, diversity, land acquisition, parks and roads, multi-modal transportation, and transparency.

Budget – Staff provided an overview of the budget as it related to revaluation. The overall increase in property value was 45 percent across the Town; and 58 percent in land value. There was also consensus to discuss what going above revenue neutral for the budget would look like.

Council member Fender inquired about the possibility of corporate sponsorships as a potential revenue source. Manager Zuidema responded that staff was researching options for criteria on evaluating sponsorships. Options will be brought back to Council.

Manager Zuidema stated that staff was seeking further feedback on which topics Council had consensus around having further discussion at the February 29th Work session.

There were four items that were not discussed at the retreat: participatory budgeting, space needs, sustainability, and transportation. Consensus among Council was to further discuss three of the items: space needs, sustainability, and transportation.

Council Member Robotti requested to add Personnel policy to the topics for the budget. Manager Zuidema responded that the policy discussion would occur before Council in March with recommendations.

Mayor Pro Tem Garimella requested information on apartment per unit cost.

Mayor Cawley asked about a land acquisition bond.

Manager Zuidema responded that staff would research the requests and bring back information.

Staff Parking Lot Items

- Advisory Committee Meetings
- Audio vs audio & video recordings
- Virtual committee meetings
- Career Development – succession planning and development of a leadership academy
- Greenway and Pedestrian Gaps
- Town Sponsorship policy

Council Parking Lot Items

- Council Liaison to Committees
- General Rezoning
- Roundtable Submittal Portal

Manager Zuidema replied that the Roundtable conversation will take place at the February 27th meeting. One item for the Roundtable discussion will be evaluating the Roundtable concept.

Mayor Cawley spoke about an idea board where Council could place their thoughts. Council member Scroggins-Johnson reminded Council of the public meeting rules.

Monthly departmental presentations will be scheduled to begin soon. It will be an opportunity to share future planning and visions for the departments.

Council member Johnson asked that accomplishments be included. Mayor Pro Tem Garimella would like to see testimonials. Mayor Cawley mentioned seeing budget outcomes and how the work helped the community.

Manager Zuidema concluded his presentation.

15. Adjournment

Motion: Council Member Johnson to adjourn

Second: Council Member Fender

The motion carried unanimously.

The meeting was adjourned at 9:08 pm.



Morrisville Town Council
Regular Meeting
February 27, 2024 - 6:00 p.m.

NOTE: Minutes are summaries only, reflecting Council action and main points of discussion. For the full meeting audio and/or video, the meeting agenda, presentations and other related agenda materials please click [here](#).

1. Call to Order

Mayor Cawley called the meeting to order at 6:00 p.m. Also present were Mayor Pro Tem Garimella, Council Members Fender, Johnson, Rao, Robotti, Scroggins-Johnson, and Town Attorney Frank Gray.

Staff present:

Brandon Zuidema, *Town Manager*
Giselle Rodriguez, *Deputy Town Mgr.*
Jeanne Hooks, *Dir. Of Mgt. Services*
Kyle Cooper, *Capital Projects Manager*
Nancy Emslie, *Finance Director*
Mary Faucette, *Parks & Recreation Dir.*
Laura Gogh, *Social Media Coordinator*
Erin Hudson, *Strategic Perf. Manager*

Brittany Johnson, *Planner II*
Beaonca McCain, *Deputy Town Clerk*
Josh Michael, *Planner II*
Michelle Parker-Evans, *Int. Town Clerk*
Mark Spanioli, *Engineering Director*
Michele Stegall, *Planning Director*
Other Planning Staff

2. Recognition of Sergeant at Arms – Sgt. Lori Strickland

Sergeant Lori Strickland has 15 years of law enforcement experience, and 13 years with the Town of Morrisville. She has served on the Crisis Intervention Team and has received Officer of the Year recognition several times. She is currently assigned to the patrol division and is the supervisor of the 40 squad.

3. Invocation

Mayor Cawley delivered the invocation.

4. Pledge of Allegiance

Mayor Cawley invited everyone to stand and recite the Pledge of Allegiance.

5. Adoption of Regular Agenda

Mayor Cawley called for any conflicts of interest regarding the proposed agenda. There was no conflict from Council Members.

Mayor Cawley recognized Town Manager Zuidema. Manager Zuidema requested that a third Closed Session item be added regarding land acquisition as Item 15b.

Attorney Gray introduced Abigail Breedlove, a member of his legal team.

Motion: Council Member Rao to approve with the requested addition
Second: Council Member Johnson
The motion carried unanimously.

6. Consent Agenda

- 6.a Resolution Authorizing a Federal Emergency Management Agency Equipment Grant Application**
Nathan Lozinsky, Fire Chief

- 6.b Resolution Authorizing the Town Manager to Sign Duke Energy Easement for Church Street Park Southern Lot**
Kyle Cooper - Capital Projects Manager
Mark Spanioli - Director of Engineering

- 6.c Approval of January 2024 Town Council Meeting Minutes**
Erin Hudson, Strategic Plan Manager

Motion: Council Member Johnson to approve
Second: Mayor Pro Tem Garimella
The motion carried unanimously.

7. Items Pulled from Consent

No items were pulled.

8. Presentations

8.a Proclamation Recognizing “Read Across America Day”

Mayor Cawley read the proclamation and invited Helen Yamamoto, Morrisville Library Branch Manager and Burt Batten, Principal of Morrisville Elementary School to receive a copy of the proclamation.

8b. Town Center Amenities Update
Brandon Zuidema, Town Manager

Town Manager Zuidema facilitated the item. He stated that Fred Belledin and Cameron Lassiter representing Clearscapes, were present to give updates on the feedback received from Council at the January 23, 2024 meeting. Manager Zuidema acknowledged that he was very pleased with the updates.

Mr. Belledin stated that he received great feedback from Council and incorporated the feedback into the presentation. He noted that there were three focus areas—the promenade, porch, and pockets. He added that some of the broader concepts centered around Morrisville being a “community crossroad.”

The porch (south end) will be reshaped to have a paving area around the porch to allow several points of entry. Ms. Lassiter shared different awning concepts.

Mr. Belledin spoke about the promenade (north end). The plan was updated to split the north end into multiple small plazas. In the middle of the promenade, there will be public art and water features using art forms and arches. The plazas will have integrated seating and landscaping. The arches will vary in size and will be approximately 18 feet in height. Mr. Belledin explained that six arches with a misting system will cost approximately \$425,000, with the opportunity for introducing a system for 2, 4 or 6 arches.

Council Member Robotti expressed concern about not realizing any opportunity of scale for pricing. Mr. Belledin responded that the cost of the misting system will be \$236,000 for two arches. Incorporating all costs, six arches will cost \$420,000. Council Member Robotti asked if there will be an opportunity to upgrade the system. Mr. Belledin replied that he will have to check with the fountain consultants. It might be possible to oversize the pumps for future arches.

Council Member Scroggins-Johnson felt that two arches might be tightly packed with people and might not be as much fun as if there were multiple water systems. She was in favor of having the six arches with water and the ability to turn some of them off.

Council Member Johnson asked if there will be programming on both sides of the porch. She questioned whether the portion facing major greenspace was raised high enough. Mr. Belledin responded that the stage will be 30 inches above the lawn (the maximum height without requiring guard rails). Council Member Johnson agreed with having the six arches. She asked if the mister system was an issue that needed to be decided immediately.

Manager Zuidema interjected that staff was looking for a level of direction from Council. The timeline might be pushed to May rather than April for a pre-construction estimate. There will be tweaking as the plan progresses.

Mayor Cawley asked if misters on four of the six arches could be turned on. He also asked about having different colored lighting. The Mayor was in favor of the stairs with the stage behind it and concurred with the six misters.

Mayor Pro Tem Garimella inquired about a green room and the restrooms. Mr. Belledin stated that performer restrooms were located within the green room and public restrooms were located close by. He mentioned the need to be cognizant of surrounding neighbors and the impact of sound systems. Mayor Pro Tem Garimella asked whether the misters will create a huge water bill. Mr. Belledin responded that the misters were the best compromise. He could run a nozzle count for six arches to help determine the cost of water.

Mayor Pro Tem Garimella asked about the possibility of the ice skating feature. Mr. Belledin stated that there were no very flat spaces to accommodate ice skating. The feature would have to be very small.

Manager Zuidema commented that the ice skating may be a better fit for a future phase of the project where a flat space can be designated.

Mayor Pro Tem Garimella asked if any of the holograms can be used with the misters. He would like to see interactive lighting and an “M.” Mr. Belledin clarified that Town Maintenance staff would regulate the controls for the misters.

Council Member Fender asked what material will be used for the arches. Mr. Belledin replied that stainless steel or aluminum will be used. If Council is interested in color, a powder coated aluminum will likely be used to resist corrosion with the misters. Mr. Belledin explained that one of the concepts is the merging of building landscape and natural landscape so different geometric features will allow a more organic feel.

Council Member Rao inquired about any closed structures. Mr. Belledin responded that there are currently no closed structures planned. Council Member Rao asked for an explanation of the main entrance. He desired to see the water structure at the main entrance. Mr. Belledin noted that there will be multiple points of entry to create different experiences at each of the entry points to the park.

Manager Zuidema invited Mary Faucette, Director of Parks and Recreation to comment on the vision to design the front of the stage with steps. Ms. Faucette stated that the intent to define the front of the stage and to separate walk-up connections. There are areas where steps wrap around, but there is a delineation in the front that sets it apart as the front of the stage. Staff will take into consideration the concerns about height.

Council Member Johnson recalled that the lawn slopes so there will be natural tiering for seats and maybe the stage does not have to be as high as planned.

Mr. Belledin discussed the “Pockets.” He stated that one of things in this segment is to understand how the town green fits within the context of recreational opportunities within the general area. He noted that a playground, dog park, greenway trails, and healthy food hub are located within a quarter mile of the project. The idea of pockets will be to merge nature and play together.

Ms. Lassiter shared images of pockets with play spaces and clusters of seats for parents. Areas of play spaces will be located in the center of the pocket and directly adjacent to the lawn for visibility. There are three sets of playsets planned. The goal is to share a mix of types of playsets and seating and provide an understanding of potential costs.

Council Member Robotti inquired about the material used for the seating. Mr. Belledin responded that most likely, it was a poly plastic. Council Member Robotti commented that she will appreciate anything that will make the playgrounds more inclusive for all children.

Mayor Cawley added that he was concerned about the height of the playsets as it related to safety. Ms. Faucette remarked that there were certain regulations for height on play equipment.

Mayor Pro Tem Garimella asked about shade structures. Mr. Belledin stated that there was a potential for tree shading, but it was budget dependent. Mayor Pro Tem Garimella felt it was better to budget up front.

Council Member Johnson loved the concept and the uniqueness of the play spaces.

Council Member Fender would like the seating to be made from recycled plastic.

Council Member Scroggins-Johnson liked the idea and asked that careful consideration be given to the materials used. She desired to see some more simple structures for inclusivity for all children. She also liked the idea of exploring the cost of a shade structure to avoid hot surfaces for children.

In summary, Mr. Belledin recapped the discussions and feedback from the Council:

- Promenade - Explore six arches, all with misters
- Play Spaces - Explore selections, explore opportunities for shade in the play areas and come back with costs
- Porch - The porch design was moving in the right direction. Look at opportunities across the spectrum for lighting.

Mayor Cawley asked if there was enough direction provided. Manager Zuidema affirmed that there was enough information. The sound issue is not an immediate one and can be addressed later.

9. Public Address

Interim Town Clerk Michelle Parker-Evans stated that no public comments were received via email for Public Address. No one signed up for in person public address.

10. Public Hearings

10a. 2024-66-0 Resolution to Withdraw PARTF Grant for Crabtree Creek Nature Park Project **Mark Spanioli, Director of Engineering** **Kyle Cooper, Capital Projects Manager**

Mark Spanioli, Director of Engineering, and Kyle Cooper, Capital Projects Manager, facilitated the item. Mr. Spanioli recapped the history of the grant. The Town was awarded a grant in 2020 to supplement Town funds for construction of the project. Staff realized that soil had been imported into the property by the previous owners. The Town was required to do extensive permeating of the property along with Wake County between 2021-2023. In 2023 when bids came in and due to market conditions, the Town

put the project on hold. Since that time, staff recommended withdrawing from the Parks and Recreation Trust Fund Grant.

There were no questions from the Council. There were no public comments.

Motion: Council Member Johnson to close the public hearing
Second: Council Member Scroggins-Johnson
The motion carried unanimously.

11. Action Items

11.a. Mural Design Selection **Brittany Johnson, Planner II**

Brittany Johnson, Planner II, facilitated the item. She recapped the presentation. The Council originally narrowed the MAFC mural to Britt Flood (2 votes) and Sampa Argawal (5 votes); Shiloh Park received 4 votes for Raman Bhardwaj and 3 votes for Erick Davis. The Council requested that the figures be racially ambiguous for the Sampa Argawal mural, and the mural now displayed multicolor for the figures. Max Dowdell was the artist unanimously selected for the Fire Administration building. Ms. Johnson shared updates for the Fire Administration Building. The linear footage along Morrisville-Carpenter Road was extended and “Morrisville” was added to the mural design as requested by Council.

Next steps include a final selection by the Council. The artists will be notified on the following Friday. Contracts will be issued March 4-14 and then installation occurs from March 15-May 30. The contract is a professional services contract that outlines the services to be performed.

Council discussed the Sampa Argawal mural design. Council Member Scroggins-Johnson agreed with selecting the Sampa Argawal design.

Mayor Pro Tem Garimella concurred with the Sampa Argawal design. He asked about the lifespan of the murals and possible vandalism of the murals. Ms. Johnson responded that the murals have a 10-15 year lifespan based on installation. He expressed concern about the Shiloh mural being vandalized because of its secluded location.

Ms. Johnson responded that all artists will be required to use two coats of primer along with a graffiti coating which will be placed on top of the designs once completed. Graffiti will be removed easily.

Council Member Robotti stated that she and other colleagues walked the property at Shiloh, and she was interested in Erick Davis’ mural. Since there were photos already on site, she would agree with selecting Raman Bhardwaj’s design.

Council Member Rao commented that he believed Erick Davis’ design told the story of Shiloh. He agreed to change his vote to go with the majority and select Bhardwaj’s design. He also agreed with the Sampa Argawal design for the MAFC.

Mayor Cawley acknowledged that Council agreed on the Sampa Argawal design.

Mayor Cawley inquired about the location of the mural at Shiloh Park. Ms. Johnson explained the rationale for the location selected was where it would be better viewed from the playground and railway. He thought a feature on the front of the building will be good.

Council Member Fender agreed with Council Member Rao regarding the Shiloh history in Erick Davis' design. She stated that she didn't want to lose the opportunity to recognize the history in the Shiloh community and would like to integrate Davis' design somewhere to highlight the community. Council Member Robotti agreed that the history should be highlighted. She felt that the Town should do a better job of highlighting the Shiloh contributions throughout the Town.

Council Member Johnson indicated that it did not sit well putting Davis' work on the back side of a restroom building. Mayor Pro Tem Garimella suggested a wrap around the front of the building. Council Member Scroggins-Johnson also felt that the Shiloh community needs to be recognized. She asked that Council look for opportunities to highlight Shiloh history. Council Member Robotti suggested that paint could be used on the front of the building with one of the colors used in the mural to have it connect with the mural. Mayor Cawley suggesting adding a few of figures to the front side. Ms. Johnson will have a conversation with the artist about painting the front side of the building.

Council agreed to go with the Raman Bhardwaj design.

Mayor Cawley desired to see the frames painted and to have decals put on the windows at the Fire Administration Building. Council Member Johnson liked option A where it extended the whole side. She was not interested in putting decals on the windows. Ms. Johnson stated that putting decals on the window could take away from the mural. Council Member Fender also liked option A where it extended to the whole side. She was not in favor of stickers on the window. Council Member Scroggins-Johnson liked option A and asked about an adjustment in the cost.

Council agreed to go with Option A of the Dowdell design.

Ms. Johnson clarified that Council would like to have the front side painted at Shiloh, and she will have it evaluated. Council Member Fender felt that staff could make the call on the additional cost.

Motion: Council Member Johnson to approve item 2024-51-0 to select Sampada Agarwal for the MAFC mural location, Raman Bhardwaj for the Shiloh Park Restroom mural location, and Option A Max Dowdell for the Fire Administration mural location. Additionally, authorizing all contract/agreement authorization/approvals to be completed by the Town Manager.

***Second: Mayor Pro Tem Garimella
The motion carried unanimously.***

**11b. Resolution Adopting the Language Access Plan
Giselle Rodriguez, Deputy Town Manager**

Deputy Manager Giselle Rodriguez facilitated the item. She stated that she was seeking approval of a Resolution to adopt the Language Access Plan. This Plan will be a roadmap to increase language access in the community. The resolution will accomplish two things: 1) the adoption of the language access plan; and 2) establishing a language access policy to be in compliance with Title VI of the Civil Rights Act of 1964, Executive Order 13166.

Deputy Manager Rodriguez acknowledged key individuals who played a role in the process. She stated that the community partners, Hindi Vikas Mandal (HVM), had been with staff every step of the way. Susan Clifford, Program Manager with the Language Access Collaborative was also present. Ms. Clifford led all nine teams through the process and provided impeccable guidance. Deputy Manager Rodriguez shared a video that was produced to promote the Language Access Plan. The video will be included on the Town's website.

There were no questions from Council. Mayor Cawley asked for a motion.

***Motion: Council Member Johnson to approve
Second: Council Member Fender
The motion carried unanimously.***

12. Future Meetings, Events and Community Engagement Opportunities

Mayor Cawley discussed upcoming events, noting that viewers could visit www.townofmorrisville.org/calendar, for more detailed event information.

13. Council and Manager Comments

Council Members Fender, Johnson, Scroggins-Johnson, Mayor Pro Tem Garimella and Mayor Cawley had no comment.

Council Member Robotti expressed concern about the number of books that were being banned.

Council Member Rao asked for an update on the Ghandhi statue. He also congratulated Information Technology for being nominated for a Government IDC award.

14. Work Sessions

**14.a. Town Council Roundtable
Giselle Rodriguez, Deputy Town Manager**

Deputy Manager Giselle Rodriguez facilitated the discussion. She announced that the Roundtable consisted of three parts. The first submission was by Mayor Cawley. The second part was a summary of updates of items previously presented; and the third part

was a discussion of the future of the roundtable discussion—what it should look like going forward.

Mayor Cawley spoke about the ongoing parking lot for ideas that Council wanted to share and that might potentially become roundtables. He described virtual type boards that allow for posting of ideas that allow other members to leave comments. Council Member Fender asked where the “parking lot” would be housed—on the Town’s website or social media? Attorney Gray interjected that interacting back and forth would be deliberating and would not be appropriate even in a virtual setting Council Member Scroggins-Johnson expressed concern with use of virtual post-it boards with Public Records Law and Open Meetings Law. She spoke about lots of risks because the process was not defined. She suggested using the existing forms. Council Member Johnson agreed with Council Member Scroggins-Johnson. Council Member Rao liked the idea of having a dashboard. He stated that roundtables should occur more frequently to allow for the sharing of ideas. Council discussed the idea of having more frequent roundtable sessions. Mayor Pro Tem Garimella commented that using the form provides a record. Manager Zuidema stated that the form was a precursor to the roundtable. It can help determine when a roundtable is needed. He stated that the goal was to determine what was important to Council as a body. He asked Council to consider ideas with budgetary impact as a part of the budget process.

Council Member Robotti desired to see follow up on roundtable items. She suggested having roundtables in areas that had staff capacity. Council Member Fender did not want to be constrained to one topic per roundtable. She felt the roundtable was a helpful tool in having Council’s ideas brought forward. She stated that there should be flexibility so if an idea came up, Council would have flexibility without waiting for the next budget cycle.

Deputy Manager Rodriguez assured Council that staff listened to their ideas and will try to incorporate the ideas as best as possible.

Mayor Pro Tem Garimella recommended having boxes on the forms to check off by staff once an idea was submitted that would fit into strategic goals, budget and other resources. He added that it will not be any need to talk about an item if there is no budget for it.

Deputy Manager Rodriguez posed the question to Council of how important it was to change the process.

It was suggested that there could be two items per Council Member for discussion.

Council Members Rao and Robotti felt the process was too structured. They were concerned about deadlines for submitting the form for roundtable. Deputy Manager Rodriguez clarified that the roundtable idea can be submitted anytime.

Council Member Scroggins-Johnson felt the structure was important to assist with comparison and analysis to make informed decisions.

Deputy Manager Rodriguez explained that the reason for time deadline was to allow staff to compile information and share with the rest of Council before the agenda is released.

She added that if Council chooses, there can be more frequent roundtables, although the agenda may need to be adjusted to avoid longer meetings.

Council Member Johnson felt that the roundtable needed structure and flexibility. She felt there was not enough time to talk about ideas.

Council Member Robotti suggested having separate meetings for 2-3 hours on Wednesdays.

Manager Zuidema suggested having time on regular Work Sessions for one hour every other month for Roundtable. The consensus of the Council was to go with the Manager's recommendation of meeting every other month. He reiterated that not filling out the form did not prohibit bringing an idea up during the Roundtable.

Council Member Fender suggested writing down comments on each person's ideas. She felt it will improve efficiency.

Deputy Manager Rodriguez presented updates on previous Roundtable items. She updated Council on the Ghandhi Statue. The statue will be moving to the Southern lot once a public art policy and an agreement with the owner are completed. It will be moved from Marbles to Morrisville. The sponsor will continue celebrating Ghandhi's birthday in October. The sponsor desires to have access to the location for the birthday celebration. The sponsor will pay for the relocation of the statue. The Town will pay for the cost of the slab for the statue. Staff will come back in May with the policy and an agreement between the Town and the statue sponsor.

Mayor Pro Tem Garimella commented that he would like to see a sponsorship policy. Manager Zuidema responded that staff was working on a final draft of the policy. The public arts policy will be specific to allow the Town to accept the statue. Staff would like to have the statue moved during the summer prior to the next birthday.

Mayor Cawley asked about Disc Golf and Wake County. He wanted to know if the Town will be allowed to have Disc Golf on Church Street. Deputy Manager Rodriguez responded in the affirmative.

15. Closed Session

15a. Closed Session Pursuant to NCGS 143-138.11(a)(3) to Discuss a Matter of Attorney-Client Privilege

15b. Closed Session Pursuant to NCGS 143-138.11(a)(5) to Discuss Land Acquisition

15c. Closed Session Pursuant to NCGS 143-138.11(a)(6) to Discuss Personnel Matters

Motion: Council Member Rao to adjourn to Closed Session

Second: Council Member Robotti

The motion carried unanimously.

Motion: Council Member Robotti

Second: Council Member Scroggins-Johnson

The motion carried unanimously.

16. Adjournment

Motion: Council Member Robotti to adjourn

Second: Council Member Scroggins-Johnson

The motion carried unanimously.

The meeting was adjourned at 10:50 pm.



Morrisville Town Council
Work Session
February 29, 2024, 6:00 p.m.

NOTE: Minutes are summaries only, reflecting Council action and main points of discussion. For the full meeting audio and/or video, the meeting agenda, presentations and other related agenda materials please click [here](#).

1. Call to Order

Mayor Cawley called the meeting to order at 6:00 p.m. Also present were Mayor Pro Tem Garimella, Council Members Fender, Johnson, Rao, and Assistant Town Attorney Lori Jones. Council Member Robotti arrived at 6:09 p.m. Council Member Scroggins-Johnson arrived at 6:47 p.m.

Staff present:

Brandon Zuidema, *Town Manager*
Giselle Rodriguez, *Deputy Town Manager*
John Letteney, *Assistant Town Manager*
Jeanne Hooks, *Dir. Of Management Services*
Erin Hudson, *Strategic Performance Manager*
Beaonca McCain, *Deputy Town Clerk*

Chamber of Commerce Staff

Emily Ziegler, *Member at Large*
Rose Cornelius, *President*
Veronica Bent, *Immediate Past Chair*
Sean Kerns, *Chair*

Please note: This discussion was held in reverse order from the posted agenda.

2. Discussion Items

2.b Town Council and Chamber of Commerce Joint Discussion

Ms. Ziegler explained that this session would serve as a follow-up to address questions that Council had at the last Work Session meeting regarding the Morrisville Chamber of Commerce (MCOC) and economic development collaboration with the Chamber over the last few years. The MCOC would like to continue to build their working relationship, establish mutually beneficial goals and ask Council for their financial and local support.

Council praised the MCOC for its outreach to small businesses and valued the chamber's forward-thinking approach. Council sought to align economic development goals with the Chamber given Morrisville's growth. These discussions will focus on goal setting, collaboration benefits, and contract updates. Council emphasized clarifying Chamber services, particularly small business support as well as

a proposed three-pronged approach to strengthen the Chamber, focusing on tech/sustainability businesses, workforce development, and increased donations from existing tech members.

Emily Ziegler highlighted COVID's impact on Chamber success, particularly for large businesses that left and haven't returned. She proposes leveraging Council relationships with these corporations to collaborate on attracting them back. She also mentioned their Board discussed a "meet-the-purchasers" event aligning with Town interests. Rose Cornelius, Chamber President, acknowledged past challenges but emphasized their turnaround and growth potential. She mentioned value in fostering a strong Town-Chamber relationship.

Despite pandemic struggles (debt, staff cuts), MCOC highlighted the Chamber's resilience, overcoming a \$150k debt with an underrepresented staff. They believed now was the best time to invest, echoing the optimism of many small businesses.

Council inquired about membership fees, which vary by company size. Small businesses average \$350 annually, while large businesses pay \$3,000-\$4,000. Startups benefit from a first-year fee waiver, as explained by President Cornelius. MCOC discussed the possibility of restructuring membership tiers based on programs, not employee size, to attract a wider audience. MCOC reported 235 members, with roughly half based in Morrisville and others from neighboring Triangle regions. Some may belong to multiple chambers, a common practice. MCOC confirmed that Programs and Membership Engagement Manager Wendy Peele handles both membership and programs. They also emphasized the need for a dedicated membership development staff member and a full-time communications role was crucial.

Council inquired about the Chamber's biggest opportunity for member growth. The Chamber highlighted Life Sciences and personal connections fostered by the Chamber Board. Ms. Ziegler added that both large and small businesses present opportunities, with small businesses potentially needing more support due to resource limitations.

Mayor Cawley prioritized community investment and appreciated the Chamber's renewed focus on member retention. He suggested leveraging Council connections and Morrisville's unique location and innovation focus to attract businesses. Acknowledging the Council's data-driven approach, he proposed establishing a reporting framework for quarterly updates. Uncertain about report specifics, President Cornelius requested clarification from Council. Council Member Johnson suggested tabling the discussion until a contract outlining necessary information was finalized and inquired about staff involvement with the Town Manager.

Town Manager Zuidema identified collaboration with the Chamber as a chance to: 1) build small business relationships and 2) streamline economic development efforts. He proposed evaluating overlaps and exploring ways the Chamber can contribute, such as including Chamber membership in lease agreements for businesses like Spark and Pathway.

Council raised concerns about potential funding shortfalls, especially when discussing new staff hires. Mayor Pro Tem Garimella proposed exploring data on membership-driven revenue increases, suggesting it could become the Chamber's primary funding source.

Town Attorney Frank Gray, a MCOC member, sought to clarify the Town's authority to allocate economic development funds to the Chamber. He suggested either hiring a dedicated economic development staff member or establishing a contract outlining goals such as expanding existing businesses, assisting startups, and attracting new members to help solidify plans and collaboration between Morrisville and the MCOC.

Council highlighted the lack of joint economic development expertise. They proposed leveraging the MCOC's local knowledge alongside Town leadership for a comprehensive strategy, as well as emphasized budget considerations and encouraged further discussion. Council was split on hiring a full-time economic development expert, with the expressed concerns about potential delays. Staff cautioned that hiring for economic development requires defining goals to shape the partnership and the Town's role.

Council members called attention to the importance of fostering Morrisville's diverse economy. Council recognized business renewals and the possibility of redevelopment due to limited land. Both Council and MCOC agreed on the need for an economic development role to ensure the Town's sustainability. Council advocated for a comprehensive economic development approach encompassing cultural, commercial, and residential aspects.

The MCOC proposed collaboration to develop solutions for the next council session, offering data and discussion topics to support informed decision-making. President Cornelius emphasized hiring a full-time Economic Development lead as a crucial step for Morrisville's leadership. There were suggestions for exploring Cary's model with Cary's staff as well as an accentuation of the shared responsibility between the Town and Chamber in promoting the region.

Town Manager Zuidema asked if Council had their questions answered regarding an understanding of the MCOC's work as previously requested. The response from Council was that they were still uncertain about how MCOC plans to use the \$50,000 earmarked for economic development in question five of the Town Council Questions and Topics for Discussion Document, as well as further questions on how the MCOC measures the success of its events.

The Chamber has focused on event attendance, gauging participation from both new and existing members, and acknowledged the difficulty of quantifying financial value. They used surveys to improve programming and track growth in attendance and sponsorships (11% increase projected). Past President Bent added that memberships and sponsorships indicate engagement, allowing the Chamber to tailor future events.

Council believes that a lot of the questions were covered that night and thanked MCOC for all their hard work.

Recess begins at 7:36 p.m.

Meeting resumed at 7:49 p.m. (Council Member Fender left the meeting at 7:36 p.m.)

2.a FY2025 Budget Work Session

The FY2025 Budget Work Session offered Council an early look and discussion on the operating budget. Prompts covered retreat brainstorming ideas, Council's retreat FAQ topics, and the revaluation data. It also previewed the Budget Capacity Playbook and next steps. This was not a proposed budget, but a progress update.

Jeanne Hooks, Director of Management Services, presented the Retreat Brainstorming Mind Map summarizing Winter Retreat discussions. It aimed to bridge the gap between community needs and Council's vision. Highlighted in yellow were the most important values: economic development, sustainability, technology innovation, and future investments. Orange brackets indicated elevated council concerns: transit mobility, infrastructure improvements, and public safety. Core services, pedestrian safety, and welcoming/placemaking were seen as important but not top priorities. Green brackets emphasized the need for new positions and recruitment/retention as the foundation for achieving other goals.

Mayor Cawley proposed prioritizing discussion on desired outcomes rather than specific budget details. He suggested Council and staff focus on measurable outcomes and success metrics to guide future budgets. Council Member Johnson emphasized all map topics were important, but some may connect across categories.

DMS Hooks clarified goals were not ranked, as many have interdependencies. She emphasized aligning diversity with economic development. Success hinges on strategic resource allocation and clear communication of the value each topic brings to the community. Transparency was key, as shown by the Language Access Plan. She then announced alignment between Council's focus areas and feedback from the Summary Preliminary Budget Portal Inputs, primarily from Advisory Committee members.

Council believed that one issue with accepting and sharing feedback was that it may not be enough to be fully representative of all individuals who may have such feedback.

Town Manager Zuidema supported increased community input and ongoing efforts to promote the Budget portal and upcoming input sessions. He also suggested postponing the sustainability discussion for Council Member Fender's return and allowing Mayor Pro Tem Garimella and Council Member Johnson to address space needs and transportation/pedestrian safety, respectively.

Mayor Pro Tem Garimella emphasized the need for more staff space and improved public spaces at Town Hall. He cited Cary's bond for community center improvements and suggested Morrisville may not be optimizing its real estate. He proposed exploring selling some properties while keeping others but stressed the urgency of addressing space limitations. Council believed there may be a short-term solution, considering staff working remotely and if proximity was necessary for collaboration. Council considered a cultural shift needed for remote work and suggested analyzing leased vs. owned space. They noted rising project costs with delayed funding and emphasized the lack of event space and the potential benefits of a central location for all departments.

Mr. Zuidema highlighted ongoing discussions about facility needs, including Fire Station 2 reconstruction, a combined community center and Town Hall in the Town Center to potentially free space for Parks & Rec and the Senior Center. He also mentioned space needs studies for the Connector Building and PSMS. These discussions raise the possibility of exceeding revenue neutrality to build capacity for a larger future bond, ensuring financial preparedness. Mr. Zuidema proposed maximizing existing space with remote work and the use of floating spaces for most employees. The Town won't consider fully remote positions due to customer service and Council presentation needs.

Council discussed further space utilization at Town Hall. Options include converting the lobby to a conference room and creating new offices. Council supported a hybrid remote work model but emphasized the value of in-person interaction and expressed preference for flexibility and keeping first responders on-site. Separately, Council inquired about leasing the "stitch" property on Airport Drive, expressing interest and willingness to consider long-term funding.

Mayor Cawley maintained the idea that preserving and improving Town Hall was important and agreed with the previous comments on the Public Works facility. However, he would recommend that Council support development of the Town Center/community center combination and was willing to support that idea.

Council prioritized the Public Works project, emphasizing it should move forward before considering other major projects. They cited the project's direct impact on daily life in Morrisville as Public Works services are essential for the Town's well-being.

Staff transitioned the topic to Transportation and allowed Council Member Johnson to speak. She stated that if the Council starts moving forward with projects, they should also evaluate transportation issues in Morrisville. The residents have shared concerns regarding traffic congestion and intersection improvements. Pedestrian safety was also an important issue, and Council should strive to create a more walkable community. Currently, Morrisville is not a safe walkable community, and she believed that it was due to the actions of drivers on the road.

Council and staff discussed transportation challenges and highlighted difficulties with public transportation, suggesting ride-sharing services as a temporary solution. However, concerns were raised about mindsets resistant to public transport due to time constraints. Council also expressed caution on further investment due to existing project hold-ups. They inquired about sidewalks and their impact on walkability, considering potential bond funding and ongoing studies on intersections, pedestrians, and greenways, hinting at possible improvements.

Staff prompted discussion on budget prioritization (slide 14, item 2024-87-0). Council discussed the need for a balanced approach, evaluating project timelines and avoiding postponements. Council advocated for understanding capital vs. carrying costs to optimize project selection. They also stressed the importance of public amenities, potential bond options, a healthy fund balance (45%), and adequate staffing to achieve project goals. In addition, committing to prioritizing staff well-being and fulfillment, linking it to successful resident outcomes.

3. Adjournment

MOTION: Mayor Cawley made a motion to adjourn. The motion was seconded by Mayor Pro Tem Garimella and carried unanimously.

Mayor Cawley adjourned the meeting at 9:28 p.m.

Town Council Agenda Item Report

Agenda Item No. 6.c

Submitted by: Byron Hayes

Submitting Department Administration

Meeting Date: March 26, 2024

SUBJECT

Budget Ordinance Amendment Third Quarter

Byron Hayes, Budget Director

Recommendation:

Review and approve the proposed administrative budget ordinance amendment as recommended by staff, recognizing realized revenue and administrative adjustments that have occurred in the third quarter of fiscal year 2024.

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The presented budget ordinance amendment is administrative in nature adjusting resource appropriation for the previously approved Marcom land purchase, recognizing within the General Fund real revenues received in excess of original appropriates to allow for use within the fiscal year, and appropriating interest received in the ARPA Fund for use on the MCP Playground construction.

The following amendment increases the General Fund by \$121,341 to recognize additional Powell Bill receive received in the current year, increases the Parks Payment-in-Lieu Fund by \$799,200 for the Marcom property acquisition, and increases the ARPA Fund by \$135,000 for additional MCP playground construction activity, while the Land Acquisition Fund ordinance recognizes property acquisition funded by Parks Payment-in-Lieu instead of bond funding.

Advisory Board/Committee Review:

None

Insert Date of Advisory Board/Committee Review:

Advisory Board/Committee Recommendation and/or Vote:

None

Potential Options:

Approve as presented.

Direct staff to make adjustments where practical and appropriate.

Staff Recommendation:

None

ATTACHMENTS

- [2024-114-0 BOA Quarterly Budget Capital Project Ordinance Amendment.pdf](#)



QUARTERLY BUDGET/CAPITAL PROJECT ORDINANCE AMENDMENT 2024-114-0

The Quarterly Budget/Capital Project Ordinance Amendment intent is for administrative purposes to recognize any unrealized interest earned, and other amendments that are administrative in nature, as needed, on a quarterly basis to comply with budgetary reporting requirements. Be it ordained by the Town Council of the Town of Morrisville, North Carolina that the following amendment is made to the designated Budget/Capital Project Ordinances.

Section 1. The following Fund revenues & expenditures are to be changed as prescribed below:

<u>Revenue</u>	<u>Description</u>	Increase/ (Decrease) per this Amendment
<u>General Fund</u>	Recognize additional Powell Bill revenue received	\$ 121,341
<u>Parks PIL</u>	Appropriate Fund Balance for Marcom property acquisition	\$ 799,200
<u>Land Acquisition</u>	Recognize PPIL transfer for Marcom property acquisition Decrease receipt of Bond Proceeds for property acquisition	\$ 799,200 (799,200)
<u>ARPA</u>	Recognize additional ARPA Interest received for the MCP Playground	\$ 135,000
	Total Revenues	\$ 1,055,541
<u>Expenditure</u>		
<u>General Fund</u>	Allocation of Powell Bill revenue	\$ 121,341
<u>Parks PIL</u>	Transfer Reserves for Marcom property acquisition	\$ 799,200
<u>ARPA</u>	Allocation of interest for additional work at MCP Playground	\$ 135,000
	Total Expenditures	\$ 1,055,541

Section 2. This will result in a budgetary increase of \$121,341 in the General Fund, \$799,200 in the Parks PIL Fund, and \$135,000 in the ARPA Fund. The budgets remain balanced in accordance with the Local Government Budget and Fiscal Control Act.

Section 3. The Town Manager may make Interfund Loans as necessary for cash flow needs pending receipt of debt proceeds and/or reimbursement grants or agreements. Such transactions will comply with financial reporting requirements.

Section 4. The Town Manager has the authority to transfer funds; both expenditures and revenues, between accounts identified in fund as may be necessary, provided that the total expenditures equal the total revenues and that expenditures may not exceed the project total without amendment by Council.

Section 5. The Town Manager may reimburse the Parkland Payment-in Lieu Fund for any land acquisition via bond proceeds, as authorized by reimbursement resolution.

Section 5. Copies of this budget amendment shall be furnished to the Clerk, to the Budget Officer, and to the Finance Director for their direction.

Adopted this 26th day of March, 2024.

Michelle Parker-Evans, Town Clerk

TJ Cawley, Mayor

Town Council Agenda Item Report

Agenda Item No. 8.a

Submitted by: Mark Spanioli

Submitting Department Engineering

Meeting Date: March 26, 2024

SUBJECT

Quarterly Capital Projects Update

Mark Spanioli, P.E., Director of Engineering

Recommendation:

Receive updates.

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

Each quarter, staff will be providing Council with an update of ongoing major capital projects that are being managed by the Town. This updated report reflects progress to-date on each of our ongoing projects.

For this and future updates, new information has been added in blue font and red colored font headings were added for new projects, final updates and minor updates.

Advisory Board/Committee Review:

None

Insert Date of Advisory Board/Committee Review:

Advisory Board/Committee Recommendation and/or Vote:

None

Potential Options:

Receive information.

Staff Recommendation:

Receive information.

ATTACHMENTS

- [2024-115-0 Capital Project Update March 2024.pdf](#)



**Town of Morrisville
Town Council Capital Projects Update**

March 2024

Project Name: **Airport Boulevard Extension (Phase 1) (HL-0033) (Update)**

Project Manager: Danielle Kittredge, Senior Planner

TOM Departments: Planning, Engineering

Other Partners: NCDOT

Project Budget:

Airport Boulevard Extension (Phase 1) - Town Share

Project Resource Funding	Resource Description	Current Project Budget
Revenues	GO Bond Proceeds	3,200,000
	Interest	6,835
Other Sources	Transfer from Transportation Reserve	2,007,200
Total Revenues & Sources		\$ 5,214,035

Budget Notes: Pending future appropriation with FY24 bond issue for additional betterments & project overages.

Current Cost Estimate: The current cost estimate **for all phases of the project is \$14.2M. The Town share is \$7M (inclusive of sunk cost and future costs). As a LAPP project, the remainder of the project cost of \$7.2M is anticipated from the Capital Area Metropolitan Planning Organization (CAMPO). The overall project cost estimate includes an updated construction cost estimate of \$10.9M (as of February 2024), a slight increase from the November 2022 construction cost estimate of \$10.6M.** The cost estimate is subject to change when the project is bid for construction..

Project Summary:

Design and construction of new roadway segment (0.44 miles) which includes a 4-lane divided roadway with median, streetlights, sidewalks, pedestrian crossings, and new traffic signals from Garden Square Lane to Church Street. This is an NCDOT managed project.

Strategic Plan Alignment Goal: Improved Transportation Mobility (Obj. 1.1 and 1.2)

Project Start Date: 2019

Current Project Status and Milestones:

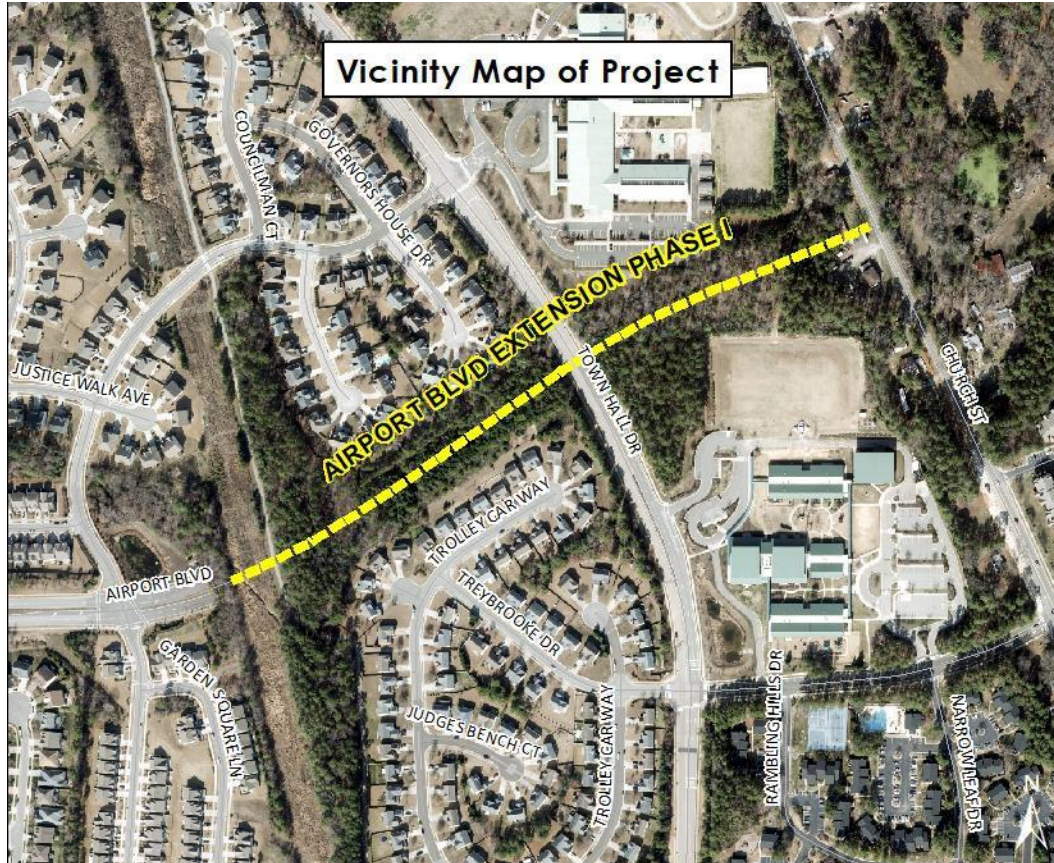
- Right-of-way acquisition anticipated to be finalized by the end of 2023 has been pushed to March 2024 to finalize a few properties with deeds of trust for the relocation of residents at 707 Church Street. The overall project is at 100% design **and the project construction let date is anticipated to be October 2024.**
- Utility relocates and building demolition will begin once right-of-way acquisition is finalized and will occur prior to the project being let for construction.

Project challenges / delays:

- Overall increases to cost estimates based on rising market conditions. The FY 2024 Capital

Improvement Program (CIP) accounts for the **previous** project cost estimates **and will be updated in the next budget cycle. The project cost estimates also anticipate** submitting for and securing supplemental 50/50 matching funds through CAMPO for the project cost differences since the original award. A supplemental funding request is anticipated for the Right-of-Way (ROW) phase at the conclusion of the ROW and easement acquisition and a second request for construction once construction bids have been received.

Estimated project completion: **mid-2026**





**Town of Morrisville
Town Council Capital Projects Update**

March 2024

Project Name: Church Street Park Southern Lot **(Update)**

Project Manager: Kyle Cooper, Capital Projects Manager & Eric Pearson, Sr. Capital Projects Manager

TOM Departments: Engineering / Parks and Recreation

Other Partners: American Cricket Enterprise (ACE)

Project Budget:

Church Street Park – Southern Lot

Project Resource Funding	Resource Description	Current Project Budget
Revenues	Bond Premium	143,400
	Interest	-
Other Sources	Transfer from General Fund	2,250,000
	Transfer from Parkland Payment in Lieu	2,306,600
	Transfer from Capital Project Closeout	35,000
Total Revenues & Sources		\$ 4,735,000

Budget Notes: n/a

Current Project Cost: The current construction cost of \$4.5M dated June 2023 and is the Guaranteed Maximum Price contract amount that the Town has executed with the contractor for the South Lot Project.

Project Summary:

Southern Lot: Design and construction of the following project elements: Cricket practice wickets, parking lot, shelter/restroom building, basketball court(s), outdoor volleyball court(s), multi-sport court(s), sidewalks, stormwater, and infrastructure improvements.

Strategic Plan Alignment Goal: Thriving, livable neighborhoods (Obj. 2.2 and 2.3)

Project Start Date: 2022

Current Project Status and Milestones:

Southern Lot: Contractor has finished installing fence around the various sport courts, and is wrapping up underground conduits across the site. In addition, staff and contractor are coordinating with NCDOT regarding the water line connection under Church Street. Polished exterior wall blocks for the restroom shelter and netting for the practice pitch are anticipated to arrive in April.

Project challenges / delays:

- Increased project cost due to increase in scope of work and inflation. Project delay due to wall block material availability for restroom shelter building will push completion date out to the summer of 2024.

Estimated project completion: Summer 2024



View of multisport court – 03.14.2024



**Town of Morrisville
Town Council Capital Projects Update**

March 2024

Project Name: **Church Street Sidewalks (Update)**
 Project Manager: Kitty Thomas, E.I., Capital Projects Manager
 TOM Departments: Engineering / Planning
 Other Partners: NCDOT

Project Budget:

Church Street Sidewalks

Project Resource Funding	Resource Description	Current Project Budget
Revenues	NCDOT Grant	-
	Bond Premium	400,000
	Interest	-
Total Revenues & Sources		\$ 400,000

Budget Notes: Pending future appropriation of \$1.6M associated with NCDOT Grant.

Current Cost Estimate: The current construction cost estimate \$2.0M dated February 2022 and is considered preliminary based on the current project summary outlined below. This estimate is subject to change as the project proceeds through design. **NCDOT’s consultant has estimated the work based on proposed scope with construction cost estimated to be \$2.55M and ROW acquisitions with utility relocations estimated to be an additional \$1.84M. This will be verified again once design gets to the 30% stage. Additional funding will be requested as needed at that stage.**

Project Summary:

Design and construct new sidewalks along Church Street from Morrisville-Carpenter Road to the Durham County line. This project is in conjunction with NCDOT being funded with an 80/20 cost share reimbursement grant and managed by the Town.

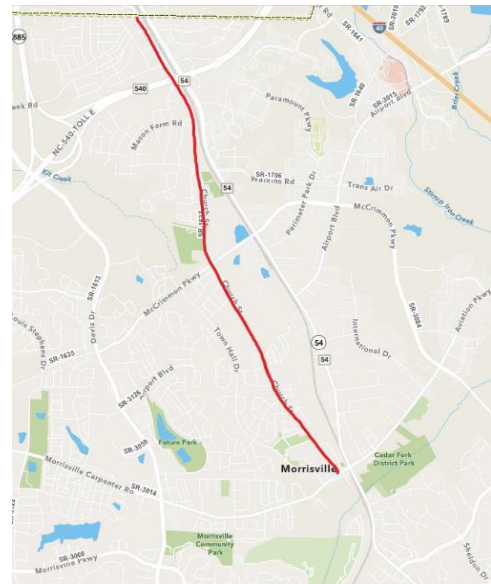
Strategic Plan Alignment Goal: Improved Transportation Mobility (Obj. 1.1 and 1.2)

Project Start Date: 2022

Current Project Status and Milestones: Project is in the preliminary design phase. NCDOT has concurred with the selection of WithersRavenel (WR) as the PE firm and the design estimate. Revised design contract documents are now under NCDOT review. Once these are approved by NCDOT, Town will issue a Work Order PO to WR (under their On-Call Engineering Services agreement). Project will include crosswalk improvements along Church Street as outlined in the Intersection Improvement Study.

Project challenges / delays:

- Sidewalk easement acquisition and right-of-way



dedication for sidewalk placement.

- NCDOT review times are longer than expected.
- Increasing project cost
- Staff has encountered some delays with the contract document getting approved by NCDOT **which is delaying the design commencement.**

Estimated project completion: FY 2026



**Town of Morrisville
Town Council Capital Projects Update**

March 2024

Project Name: **Crabtree Creek Nature Park (Final Update)**

Project Manager: Kyle Cooper – Capital Projects Manager

TOM Departments: Parks, Public Works, Inspections, Engineering, Planning, Finance, Administration

Other Partners: CLH design, Wake County, NC Parks and Recreation Trust Fund

Project Budget:

Crabtree Creek Nature Park

Project Resource Funding	Resource Description	Current Project Budget
Revenues	PartF Grant	500,000
	Interest	-
Other Sources	Transfer from General Fund	500,000
	Transfer from ARPA Fund	1,040,000
	Transfer from CIP Reserve Fund	200,000
	Transfer from Parkland Payment in Lieu	35,000
Total Revenues & Sources		\$ 2,275,000

Budget Notes: The adopted CIP anticipates future appropriation from PPIL Funds at construction contract award. This will depend on accumulation and availability of funds at that time.

Current Cost Estimate: The current construction cost estimate of \$5.23M dated June 2023 is considered preliminary based on the current project summary outlined below. This estimate is subject to change based on the results of the construction bid.

Project Summary:

The Town owns 36.9 acres of land along Crabtree Creek with an entrance from Keybridge Drive. The property was conveyed to the Town by the developers of the Weston Estates subdivision with a parking lot and open field already built by the developer. Due to the floodway, floodplains and flood easements in the Lake Crabtree watershed, the Town developed a master plan for a nature park at this site in 2020. This project includes the preparation of engineering, design, and construction documents for the nature park project.

Strategic Plan Alignment: Thriving, Livable Neighborhoods (Obj. 2.2, 2.3); Engaged, inclusive community (Obj. 3.1 and 3.3)

Project Start Date: 2020

Current Project Status and Milestones:

- **Project is on hold; Council has voted to withdraw the PARTF Grant at the March 12th Council meeting. Town staff are preparing a grant withdrawal letter for signature by the Mayor to pair with the signed resolution for sending on to the PARTF representatives. Available resources will be prioritized to Town Center**

Project challenges / delays: Estimated project completion: **TBD**



April 15, 2020





**Town of Morrisville
Town Council Capital Projects Update**

March 2024

Project Name: **Intersection Improvement Projects (Phase 2) (Update)**

Project Manager: **Kitty Thomas, E.I., Capital Projects Manager**

TOM Departments: **Public Works, Inspections, Engineering, Administration**

Other Partners: **NCDOT and the Town of Cary**

Project Budget:

Intersection Improvements (Phase 2)

Project Resource Funding	Resource Description	Current Project Budget
Revenues	Installment Financing	-
	Interest	-
Other Sources	Transfer from Street Payment in Lieu	158,700
	Transfer from Sidewalk/Pedestrian Enhancements Fund	41,300
	Transfer from Road/Transportation Reserve	1,255,000
	Total Revenues & Sources	\$1,455,000

Budget Notes: \$2,000,000 in future street/sidewalk bonds are anticipated June 2024

Current Cost Estimate: The current project cost estimates for June of 2023 are as follows: These estimates are subject to change based on the results of the final design and construction bid.

NC 54 (Chapel Hill Road) at Keybridge Drive: Estimated Project Cost: \$500,000

Slater Road (SR 1641) at Sorrell Grove Church Road (SR 1640)/Copley Parkway:
Estimated Project Cost: \$640,000

Project Summary:

NC 54 (Chapel Hill Road) at Keybridge Drive

- Construct new signalized intersection with corresponding pedestrian countdown timers.
- Install new northbound right-turn lane and new westbound right-turn lane.

Slater Road (SR 1641) at Sorrell Grove Church Road (SR 1640)/Copley Parkway:

- Construct new signalized intersection with built-in pedestrian movement timing ahead of vehicle movements and corresponding pedestrian countdown timers.
- Replace the stop bar on Sorrell Grove Church Road with a new crosswalk closer to the intersection and install high-visibility crosswalks across all approaches.

Project Start Date: **Summer of 2023**

Current Project Status and Milestones:

NC 54 at Key Bridge Traffic Signal:

This work will be impacted by the proposed NC-54 widening project. A preliminary review of available plans for NC-54 widening has been completed. **Staff have gathered design and signal warrant analysis information from VHB who conducted the intersection study in 2021. Staff have reached out to NCDOT for concurrence and to determine additional requirements and is pending authorization.**

Slater Road at Sorrell Grove Church Road Traffic Signal:

Staff have also gathered design and signal warrant analysis information from VHB who conducted the intersection study in 2021 for this project as well. Staff have selected a consultant team and are working on scope of work and task order execution for the signal design and pedestrian improvements based on the work performed by VHB. Project will also include sidewalk design work that was identified in the sidewalk gap project inventory along Sorrell Grove Church Road.

Project challenges / delays: Right-of-way acquisition and material lead times

Estimated project completion: CY 2024 for design (dates may change based on NCDOT approvals and Right-of-Way acquisition)



**Town of Morrisville
Town Council Capital Projects Update**

March 2024

**Project Name: The Gables (Municipal Service District) Street Repairs/
Reconstruction Design Only (Update)**

Project Manager: Kitty Thomas, E.I., Capital Projects Manager

TOM Departments: Engineering / Public Works

Other Partners: N/A

Project Budget:

The Gables – MSD Project

Project Resource Funding	Resource Description	Current Project Budget
Revenues	MSD Fund Balance	300,000
Other Sources	n/a	-
Total Revenues & Sources		\$ 300,000

Budget Notes: n/a.

Current Cost Estimate: The current design cost estimate is **\$140K dated March 2024 and is based on the latest street assessment. This project is currently only funded for design, the construction phase has not been scheduled at this time.**

Project Summary:

This project evaluates the condition of streets in the Gables community to design repairs and reconstruction solutions to bring the streets back to town operating standards.

Strategic Plan Alignment Goal: Thriving, livable neighborhoods (Obj. 2.3)

Project Start Date: August of 2023

Current Project Status and Milestones: Town staff is working on the coordination of the survey work, geotechnical exploration, and street assessment for the road reconstruction design work. **Withers Ravenel (WR) has completed the initial exploratory work and has submitted a draft report of the assessment with an order of magnitude cost estimate at \$2.6 million for construction and construction phase engineering services.** Staff are also keeping the HOA up to date on progress as we move through the process.

Estimated project completion: Design completion by mid-2024



**Town of Morrisville
Town Council Capital Projects Update**

March 2024

Project Name **Louis Stephens Drive Sidewalk Project (Update)**

Project Manager: Kitty Thomas, E.I., Capital Projects Manager TOM

Departments: Engineering, Planning

Other Partners: NCDOT, Property Owners

Project Budget:

Louis Stephens Drive Sidewalk Project

Project Resource Funding	Resource Description	Current Project Budget
Revenues	Bond Proceeds	1,000,000
	NCDOT	-
	Town of Cary	-
	Interest	-
Other Sources	n/a	-
Total Revenues & Sources		\$ 1,000,000

Budget Notes: n/a

Current Cost Estimate: The current construction cost estimate is \$550,000 dated October 2022 and is considered preliminary based on the current project summary outlined below. This estimate is subject to change as the project proceeds through design.

Project Summary: Design and construction of a new sidewalk along Louis Stephens Drive from McCrimmon Parkway to Parkside Valley Drive. This is an NCDOT reimbursement grant project, and the Town is managing the project.

Strategic Plan Alignment: Improved transportation mobility (Obj. 1.2, 1.3), Thriving, livable neighborhoods (Obj. 2.2, 2.3), Engaged, inclusive community (Obj. 3.1, 3.3)

Project Start Date: 2020

Current Project Status and Milestones: **Design work is in the final review stage. Work continues on Environmental documents based on Town and NCDOT comments. The 90% design plans and revised Environmental documents are currently in Town and NCDOT review. Once reviews are completed, the project will go into the right-of-way acquisition stage which shall continue through 2024.** The project was divided into two phases to accommodate a new project that is upcoming at the NW corner of McCrimmon & L. Stephens affecting the right-of-way and sidewalk alignment.

Project challenges / delays (all sidewalk projects): Negotiating construction and sidewalk easement agreements with various property owners to allow for construction.

Estimated project completion: CY 2024 for design and right-of-way (dates may change based on NCDOT approvals and Right-of-Way acquisition)



**Town of Morrisville
Town Council Capital Projects Update**

March 2024

Project Name: **McCrimmon Pkwy Widening/Flyover (U-5747) - Betterments (Update)**

Project Manager: Danielle Kittredge, Senior Planner
TOM Departments: Planning, Engineering
Other Partners: NCDOT

Project Budget: The roadway project is funded by NCDOT except for the four Town-identified betterments that will be funded by the Town. The adopted FY24 capital budget anticipates \$1,035,000 in FY26 to support the betterments using Transportation Reserves and Street Payment in Lieu Funds. **(Note: Cost estimates and programming year will be updated as a part of the FY25 budget planning process.)**

Project Summary:
NCDOT is widening McCrimmon Pkwy from two lanes to four lanes from just west of Davis Drive to Perimeter Park Drive. The project includes a flyover of the railroad tracks and NC 54, displaced left-hand turn lane design at Davis Drive, additional improvements at intersections along the roadway segment, streetlights, on-street bike lanes, and a wider sidewalk on the north side of the roadway.

Strategic Plan Alignment Goal: Improved Transportation Mobility (Obj. 1.1 and 1.2)

Project Start Date: 2018 (NCDOT begins design)

Current Project Status and Milestones:

- **NCDOT anticipated full right-of-way certification by March 2024, but this is expected to shift as NCDOT is still working through the final four parcels or pieces of parcels needed for the project.** This will be followed by a year of utility relocation work. The roadway project is anticipated to let for construction in April 2025.
- The Town has worked with NCDOT to add the following betterments to the McCrimmon Pkwy widening project:
 - Wider (8 foot) sidewalk on the north side of the roadway
 - Streetlight conduit/streetlights
 - Aesthetic improvements to the flyover
 - Pedestrian safety enhancements at Davis Drive and Parkside Valley Drive
- A formal betterment agreement with NCDOT will come back to Town Council prior to the project being let for construction.

Project challenges / delays:

- Right-of-way and easement acquisition has been slower than anticipated resulting in NCDOT moving the project schedule out several times.

Estimated project completion: early 2027



**Town of Morrisville
Town Council Capital Projects Update**

March 2024

Project Name **Morrisville Dog Park (Update)**

Project Manager: Kyle Cooper, Capital Projects Manager

TOM Departments: Engineering, Parks and Recreation

Other Partners: N/A

Project Budget:

Morrisville Dog Park Project

Project Resource Funding	Resource Description	Current Project Budget
Revenues	ARPA	1,000,000
	Interest	-
Other Sources	n/a	-
Total Revenues & Sources		\$ 1,000,000

Budget Notes: Pending budget amendment will be required to cover increase in project amenities as noted below.

Current Cost Estimate: The current project cost estimate is between \$1.3M and \$1.5M dated December of 2023 and is based on the project summary outlined below. This estimate has been updated from the August 2023 estimate based on the more detailed design plans that have been developed. **Staff have been working on value engineering and a revised cost estimate and will be providing an update to Council at the April 9th Council meeting.**

Project Summary: Design and construction of an outdoor dog park and associated amenities at Franklin Upchurch Senior Street Property

Strategic Plan Alignment: Thriving, livable neighborhoods (Obj. 2.2, 2.3), Engaged, inclusive community (Obj. 3.1, 3.3)

Project Start Date: 2022

Current Project Status and Milestones:

Kimley Horn provided 50% Owner Review construction documents to Town Departments for review and feedback, along with an opinion of probable cost totaling approximately \$1.3 million. Town staff used their on-call estimator to verify Kimley Horn’s estimate, and they produced an opinion of probable cost totaling approximately \$1.5 million. In light of these estimates being well over remaining available budget, the Capital Project team is holding discussions and work sessions with Kimley Horn and the Town Department stakeholders to discuss options for value engineering to get the base dog park construction costs within budget and provide some cost alternates for implementing additional amenities. **Kimley Horn provided an updated composite schematic site plan for review that incorporates the various stakeholder recommendations for scoping back/value engineering the project to save on budget. Town staff is evaluating the design and cost estimate to identify if any further construction cost savings can be attained.**

Project challenges / delays: **Cost increases due to market conditions.**

Estimated project completion: Design 9 months (late 2023) followed by construction 9 months with a project completion estimated for late 2024.





**Town of Morrisville
Town Council Capital Projects Update**

March 2024

Project Name: NC 54 Widening (U-5750) – Betterments (Update)

Project Manager: Danielle Kittredge, Senior Planner
TOM Departments: Planning, Engineering
Other Partners: NCDOT

Project Budget: The roadway project is funded by NCDOT except for the four Town-identified betterments that will be funded by the Town. The adopted FY24 capital budget anticipates (pending future appropriation) \$1,006,000 in FY26 to support the betterments using Transportation Reserves and Street Payment in Lieu funds. **(Note: Cost estimates and programming year will be updated as a part of the FY25 budget planning process.)**

Project Summary:

NCDOT is widening NC 54 from two lanes to four lanes from Shiloh Glenn Drive to Perimeter Park Drive, with additional lanes around the NC 540 interchange. The project includes access management changes along the corridor, streetlights, ten-foot multi-use path, and project integration with the McCrimmon Pkwy widening and flyover project (U-5747).

Strategic Plan Alignment Goal: Improved Transportation Mobility (Obj. 1.1 and 1.2)

Project Start Date: 2019 (NCDOT begins design)

Current Project Status and Milestones:

- **NCDOT anticipated full right-of-way certification by March 2024, but this is expected to shift as NCDOT is still working through the last parcel acquisition for the project.** This will be followed by a year of utility relocation work. The roadway project is anticipated to let for construction in April 2025.
- The Town has worked with NCDOT to add the following betterments to the NC 54 widening project:
 - Multiuse path (ten-foot) on the east side of the roadway
 - Streetlight conduit/streetlights
 - Expanded median on Perimeter Park Drive
 - Upgrade of new traffic signal at Carrington Mill Blvd. and Lichtin Blvd. to mast arms and include pedestrian signals.

A formal betterment agreement with NCDOT will come back to Town Council prior to the project being let for construction.

Project challenges / delays:

- Right-of-way and easement acquisition has been slower than anticipated resulting in NCDOT moving the project schedule out several times.

Estimated project completion: early 2027



**Town of Morrisville
Town Council Capital Projects Update**

March 2024

Project Name: **Public Works – Wake Co CC#3 Facility Project (Update)**

Project Manager: Mark Spanioli, P.E., Director of Engineering

TOM Departments: Public Works, Engineering, Planning

Other Partners: NCDOT, Wake County

Project Budget:

Public Works – Wake Co CC#3 Facility (Design Budget)

Project Resource Funding	Resource Description	Current Project Budget
Revenues	Installment Financing	-
	Interest	67,233
Other Sources	Transfer from General Fund	1,329,700
	Transfer from CIP Reserve Fund	279,760
Total Revenues & Sources		\$1,676,693

Budget Notes: The adopted CIP anticipates future installment financing for construction in FY25 for \$25M.

Current Cost Estimate: The current cost estimate for August of 2023 based on the schematic design is higher than anticipated (**\$30+ million**) and staff is working with the consultant team to evaluate the project scope and work through value engineering.

Project Summary: Design of a new public works facility in conjunction with a new Wake County solid waste convenience center facility by combining the two parcels owned by the Town and Wake County on Aviation Parkway.

Strategic Plan Alignment Goal: Public Safety Readiness (Obj. 4.1), Operational Excellence (Obj 5.3)

Project Start Date: Design - January 2020, Construction commencement– 2024

Current Project Status and Milestones:

- Schematic Design Plus (approx. 40% completion) has been completed.
- Design team is evaluating NCDOT’s TIA for the widening project. Design team is also working with the Hindu Society to develop a TIA to establish the need for a traffic signal to accommodate the new PW development and facilitate traffic movement from both sites.
- **The project team is working on the next design phase to value engineer the project.** No funds are budgeted for construction yet. This item is anticipated by the adopted CIP as an installment financing project in the amount of \$25M. There are no appropriations outside of the 1.3M in the current budget. Proposals have been received for the next phase of Design Development and Construction Documents – approximately 24 months. These will be incorporated into the next MOU amendment along with the anticipated TIA costs.
- **Town staff, Wake County staff, the design team and the Construction Manager at Risk have scheduled Value Engineering sessions for March and April to**

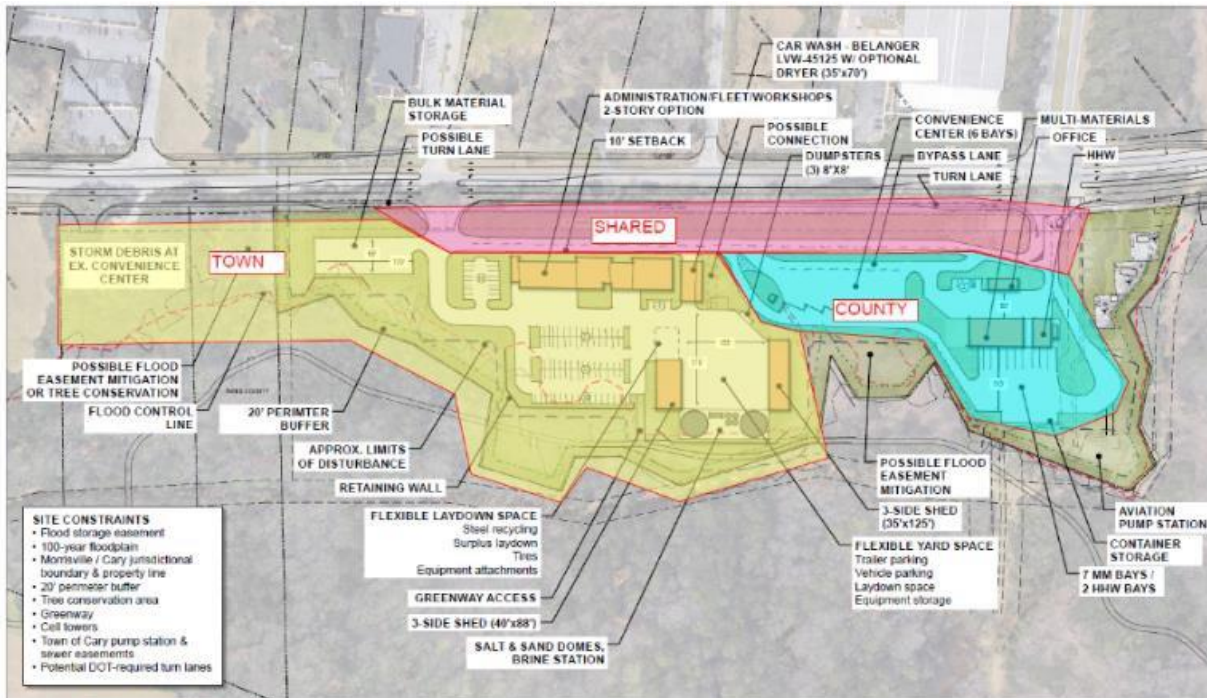
continue the process of design modifications to reduce costs as much as feasible and still deliver the required program for the facility.

- A draft of the joint Traffic Impact Analysis between Wake County, Town of Morrisville and Hindu Society of NC has been completed and is currently under review.

Project challenges / delays:

- Working with NCDOT on design details for the widening of Aviation Parkway
- Approval of UDO amendments related to Open Space and Tree Preservation
- Working with multiple jurisdictions: Cary, NCDOT and Wake County
- Rising construction costs have impacted the project

Estimated project completion: Design & Permitting – 2024, Construction – FY 2026 based on funding availability.



CONCEPT LAYOUT - D
Town of Morrisville Public Works & Wake County CC#3
November 16, 2020



**Town of Morrisville
Town Council Capital Projects Update**

March 2024

Project Name: **Sawmill Creek Stream Restoration Project – Design Phase
(Update)**

Project Manager: Ben Mills, P.E., C.F.M., Stormwater Engineering Manager

TOM Departments: Engineering / Stormwater

Other Partners: N/A

Project Budget:

Sawmill Creek Stream Restoration Project

Project Resource Funding	Resource Description	Current Project Budget
Revenues	Interest	-
Other Sources	Stormwater Fund Balance	527,100
Total Revenues & Sources		\$ 527,100

Budget Notes: n/a

Current Cost Estimate: The current design fee is \$370,000. Project is currently only funded through the design phase.

Project Summary: The project is water quality focused and will tackle an unstable stream and poor habitat conditions. The work includes stabilizing the eroding stream, enhancing the riparian buffer by removing invasive species and adding native plantings while incorporating pocket wetlands to help improve water quality and habitat conditions. The development would also incorporate a portion of the planned Sawmill Creek greenway in its design. The current project is for the design phase only.

Strategic Plan Alignment Goal: Thriving, livable neighborhoods (Obj. 2.3)

Project Start Date: August 2023

Current Project Status and Milestones: After going through the RFQ process, Town Staff has selected and contracted with Stantec for engineering and environmental services in August. The consultant has finished surveying and GIS marking invasive vegetation in the project area and is currently working on the design. Staff will also be reaching out to the railroad to inform them of the project and coordinate the project elements that are adjacent to their right-of-way. **Project is currently in the design stages only. The current construction cost estimate is \$1.9M dated January 2023 and is considered preliminary based on the current project summary outlined above. This estimate is subject to change as the project proceeds through design. Staff have been working to identify possible grants and recently applied for the StRAP grant with the NC Department of Agriculture. Notice of the awards will be announced in May of 2024. Once the design has been completed, staff will develop a path forward for construction based on budget availability.**

Estimated project completion: Design and permitting completion by summer 2024



Existing conditions showing unstable stream at Sawmill Creek



**Town of Morrisville
Town Council Capital Projects Update**

March 2024

Project Name **Shiloh Park Renovation Construction (Final Update)**

Project Manager: Kyle Cooper, Parks Planner

TOM Departments: Engineering, Parks and Recreation

Other Partners: N/A

Project Budget:

Shiloh Park Renovations Project

Project Resource Funding	Resource Description	Current Project Budget
Revenues	ARPA Funds	604,000
Other Sources	General Fund	30,000
Total Revenues & Sources		\$ 634,000

Budget Notes: n/a.

Current Cost Estimate: The current cost is \$622,000 dated June 2023 and is based on the actual contract value for construction.

Project Summary: Construction of a new basketball court, playground, sidewalks, bleacher pad, and accessible parking

Strategic Plan Alignment: Livable neighborhoods (Obj. 2.2, 2.3), Engaged, inclusive community (Obj. 3.1, 3.3)

Project Start Date: 2022

Current Project Status and Milestones: **Ribbon cutting ceremony took place on February 13th, 2024. The project has been completed, with final closeout document reviews wrapping up and final punch list items being completed.**

Project challenges / delays: N/A

Estimated project completion: **January of 2024**



New Playground Equipment - 11.27.2023

Town Council Agenda Item Report

Agenda Item No. 9.a

Submitted by: Kristina Fisher

Submitting Department Parks, Recreation and Cultural Resources

Meeting Date: March 26, 2024

SUBJECT

Retirement Recognition of Jerry Allen

Mary Faucette, PRCR Director

Action - March 26

Recommendation:

Recognize Jerry Allen's Years of Service to PRCR

Updates/History of Briefing:

Not Applicable.

Executive Summary and Background Information:

Jerry Allen is retiring from PRCR with 19 years of service.

Advisory Board/Committee Review:

None

Insert Date of Advisory Board/Committee Review:

Advisory Board/Committee Recommendation and/or Vote:

None

Potential Options:

Recognize Jerry Allen

Staff Recommendation:

None

ATTACHMENTS

Town Council Agenda Item Report

Agenda Item No. 9.b

Submitted by: Michelle Parker-Evans

Submitting Department Administration

Meeting Date: March 26, 2024

SUBJECT

Proclamation Recognizing Child Abuse Awareness Month

Recommendation:

Read and present proclamation

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

N/A

Advisory Board/Committee Review:

None

Insert Date of Advisory Board/Committee Review:

Advisory Board/Committee Recommendation and/or Vote:

None

Potential Options:

None

Staff Recommendation:

None

ATTACHMENTS

- [2024-108-0 Proclamation Recognizing Child Abuse Awareness Month.pdf](#)



Proclamation

Recognizing National Child Abuse Prevention Month

WHEREAS, children are vital to our state's future success, prosperity, and quality of life as well as being our most vulnerable assets; and

WHEREAS, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development; and

WHEREAS, preventing child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community; and

WHEREAS, communities that provide parents with the social support, knowledge of parenting and child development, and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among residents, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

NOW THEREFORE, the Town Council of the Town of Morrisville does hereby recognize the month of April as National Child Abuse Prevention Month in the Town of Morrisville and urges all residents, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

TJ Cawley, Mayor

Michelle Parker-Evans, Interim Town Clerk

Town Council Agenda Item Report

Agenda Item No. 9.c

Submitted by: Jeanne Hooks

Submitting Department Administration

Meeting Date: March 26, 2024

SUBJECT

Proclamation Recognizing Local Government Budget & Finance Professionals Week

Recommendation:

Read proclamation and present to those budget and finance professionals present.

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

None

Advisory Board/Committee Review:

None

Insert Date of Advisory Board/Committee Review:

Advisory Board/Committee Recommendation and/or Vote:

None

Potential Options:

None

Staff Recommendation:

None

ATTACHMENTS

- [2024-117-0 Proclamation Recognizing Local Government Budget and Finance Professionals Week.pdf](#)



Proclamation

*Recognizing April 1 – 5, 2024 as Local Government
Budget & Finance Professionals Week*

WHEREAS, the diligent efforts of local government budget and finance professionals significantly contributes to the Town’s overall financial sustainability and strategic goals; and

WHEREAS, these professionals often work behind the scenes to provide guidance and leadership to the organization in the alignment of resources that support the vision and mission of the community; and

WHEREAS, through their expertise in strategic planning, forecasting, analysis, reporting, and overall management they work tirelessly to ensure the transparency and fiscal responsibility of the Town in the delivery of essential services, and realization of capital investments; and

WHEREAS, their efforts serve to successfully uphold the Town’s high standards of accountability and compliance to local government budgets and fiscal controls in addition to maintaining strong town financial policies, evidenced by the Town’s AAA Credit Rating; and

WHEREAS, we acknowledge the critical role our budget and finance professionals provide in safeguarding taxpayer dollars to achieve operational excellence, engaging the community to understand its priorities, and collaborating to plan for the future.

NOW, THEREFORE, the Town Council of the Town of Morrisville, does hereby proclaim April 1 – 5, 2024 as Local Government Budget & Finance Professionals Week in the Town of Morrisville. We extend our heartfelt appreciation to all budget & finance professionals both past and present serving the Town through our core values of dedication, integrity, courtesy, and innovation.

TJ Cawley,
Mayor

Michelle Parker-Evans,
Interim Town Clerk

Town Council Agenda Item Report

Agenda Item No. 9.d

Submitted by: Pete Acosta

Submitting Department Police

Meeting Date: March 26, 2024

SUBJECT

Police Department Presentation

Recommendation:

None

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The police department presentation will offer high level information regarding department details as well current and future initiatives.

Advisory Board/Committee Review:

None

Insert Date of Advisory Board/Committee Review:

Advisory Board/Committee Recommendation and/or Vote:

None

Potential Options:

Receive as information.

Staff Recommendation:

None

ATTACHMENTS

- [Police Department Presentation FNL \(2\).pdf](#)

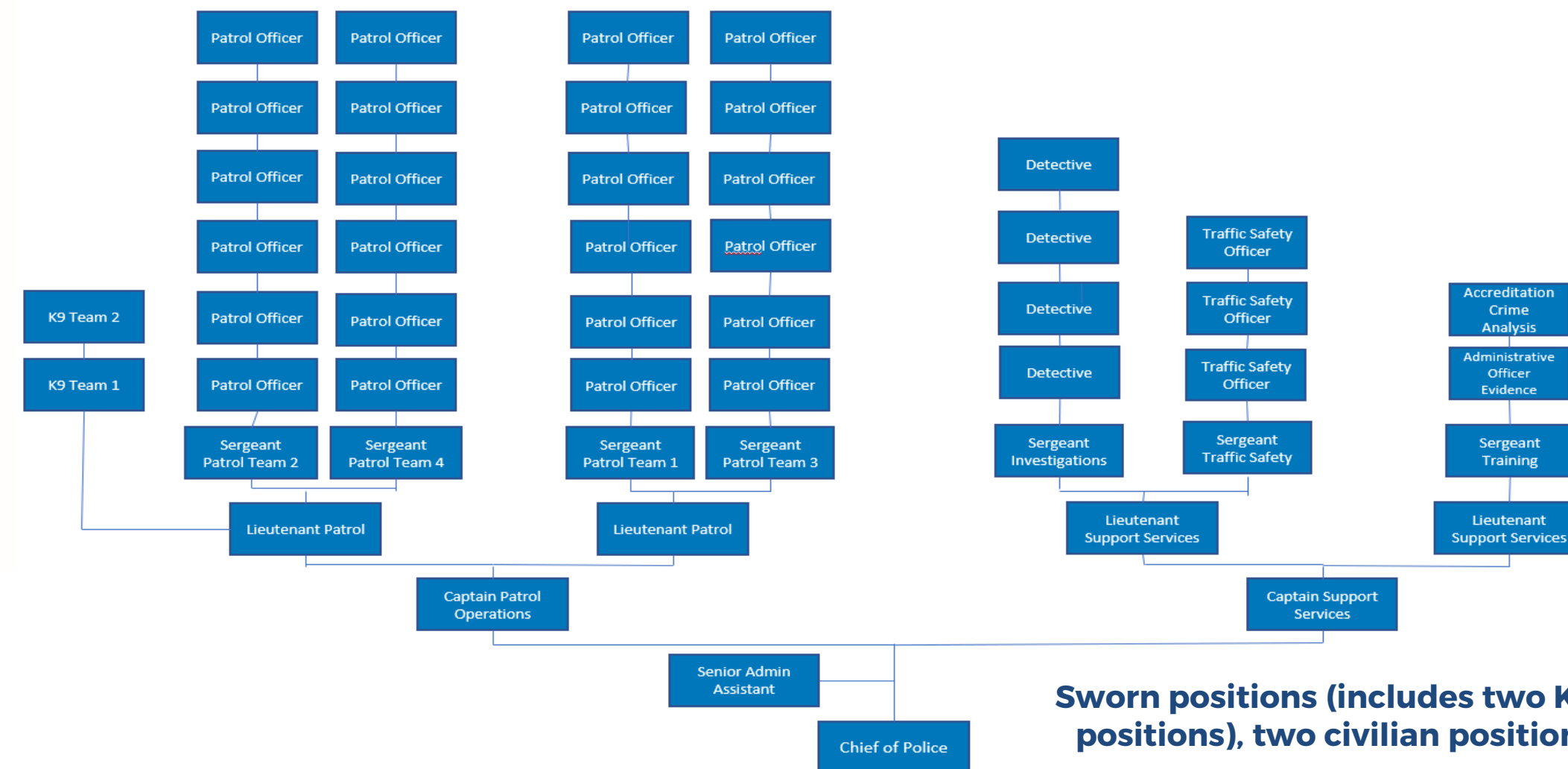
Morrisville Police Department



Who is driving the ship?



The Morrisville Police Department is committed to improving the quality of life by working in partnership with our community. We will strive to maintain safe and secure neighborhoods through the delivery of professional law enforcement services treating all community members with respect and dignity.



Sworn positions (includes two K9 positions), two civilian positions

48



2024

Department Highlights



Community Partnerships



- SAFEchild – Wake County CAC
- Special Olympics
- Child Abuse Prevention – Pinwheels and Blue Badges



Advanced Accreditation



In November of 2023, the Morrisville Police Department received the Advanced Accreditation Award



Grant Awards GHSP



Recipient of a Governor's Highway Safety Program grant for traffic enforcement overtime hours.



Retirements



In 2023 the Morrisville Police Department celebrated three retirements (Captain E. Preddy, Lieutenant T. Hendrickson, Lieutenant E. Hanks).



Humanize the Badge



Officer Lee won the Hwy 55 Community Heroes Hamburger Eating Champion!!!



Training



Since July 2023 the Morrisville Police Department has trained 4875 hours.

INFLUENCES

Challenges and Opportunities



Staffing

The Morrisville Police Department currently has 48 sworn law enforcement positions.

The National Average of sworn law enforcement officers is 2.4 officer per 1000 residents.

The Morrisville Police Department is approximately 38% below the national average.



Equipment

Essential equipment reaching operational life capacity

Vehicle Acquisition - It takes up to 16 months to have a vehicle delivered with an additional 4-months to install necessary equipment to make ready for service



Grant Funding

GHSP - \$25,000

CALEA Grant - \$38,000

Governor's Crime Commission - \$125,000

BWC Grant - \$150,000



NC Training and Standards

North Carolina Training and Standards currently has a 7-9-week turnaround to certify police officers.

New BLET Program - NC Training and Standards is rolling out a new BLET program, which increases hours from 640 to 868.

CURRENT INITIATIVES

FY2024

01

Criminal Investigations

Crisis Investigator

- Grant Funding
- New Crisis Investigator



02

Body Warn Camera Update

- Upgrading BWC equipment/server
- Received matching grant
- Seeking additional grant funding



03

Traffic Safety Team Enhancement

Overtime Grant

- \$24,000 of Overtime Funding
- 171 Hours utilized since January
- 447 Citations written since January



04

Regional SWAT Team Initiative

Collaborative Resources

- Cary Police Department
- Holly Springs Police Department
- Garner Police Department
- (39 officer team)



CURRENT INITIATIVES

-  IACP Review Implementation
-  Officer Outer Vest Carriers
-  Mandatory Kickball Practice
-  K9 Acquisition
-  Anti-Theft Operation
-  Reserve Officer Enhancement Program
-  Recruitment – BLET/Out of State Laterals
-  Temporary Impact Team
-  Corporate Active Shooter Training
-  Community Police Academy



LOOKING AHEAD

FY25 and Beyond

01



Officer Wellness
Enhanced Scheduling



02



Crime Reduction
Reduce Part 1 Crimes



03



TSU Enhancement
Civilian Crash
Investigators



04



School Safety
High School SRO



05



Dual Accreditation
North Carolina
Accreditation



FACTS & FIGURES



Training hours completed by the Morrisville Police Department since July 1, 2024


 **4,875**

Total years of sworn law enforcement experience in the Morrisville Police Department

 **460**

12% National Average of women in law enforcement

24% The Morrisville Police Department has double the national average of women in law enforcement



SWAT utilizations since January 1st.

 **13**

Increase in Part 1 Crimes from 2022 as compared to 2023

 **19%**

VALUES IN ACTION



DEDICATION



INTEGRITY



COURTESY



INNOVATION





Officer Schmitt



Arko



Sgt. Strickland



Officer Fluette



Chief Acosta



Lt. LeCraft



Lt. Almond



Sgt. Bailey

Chief Acosta has a stunt double?



Who is retiring in 2024?



MPD has an International Police Officer?



Being cool is a mandatory attribute to work for MPD?



Whose favorite past time is writing grants?



Who is the first hired BLET cadet?



The police department has its own DJ!!



Who could not be prouder of the people he works with!!!!



Do YOU KNOW?

PROUD TO SERVE



Collaboration



Cert Training Morrisville Firefighters how to put out a fire



Questions?

Town Council Agenda Item Report

Agenda Item No. 11.a

Submitted by: Nate Mayer

Submitting Department Human Resources

Meeting Date: March 26, 2024

SUBJECT

Resolution Amending Personnel Policies

Nate Mayer, Interim Human Resources Director

Brief - March 26

Action - April 9

Recommendation:

Approve the resolution amending the personnel policies.

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The Town of Morrisville personnel policies are revised periodically to accurately reflect Town practices, to update and/or clarify processes, and or to meet applicable current law. Changes are generally administrative and do not propose changes to pay and pay classification policies previously established and approved by Town Council. The policy was last updated in May 2023. There are three notable changes: One new policy relocated from the Fiscal/Financial Comprehensive Policies and Procedures for Cell Phones, the inclusion of Inclement Weather Pay for emergency response personnel and revision to the vacation accrual rates to incorporate NC Local and State government years of service when determining vacation accrual rates with the Town of Morrisville. Other changes in this update include: Revision to the administration of holiday pay for public safety personnel; Revisions to the recognition of employees to include part-time staff; Revisions to include 30-hour employees in the eligibility of Paid Parental Leave; Updated terms for disciplinary actions; and Miscellaneous formatting updates. A clean version of the Personnel Policies with all proposed updates is provided as ATTH 01. Updates to the personnel policies are shown in red and are included with the resolution adopting changes. A summary of the changes is provided as ATTH 02.

Personnel policy updates are proposed to be effective July 1, 2023. Town employees will be provided with an updated copy of the personnel policies via email and through the Town's employee portal. Regular training and review are provided annually on specific sections of the policy (such as sexual harassment) and is available as may be requested. All new employees receive a comprehensive review of the policy during Launch.

Advisory Board/Committee Review:

None

Insert Date of Advisory Board/Committee Review:

Advisory Board/Committee Recommendation and/or Vote:

None

Potential Options:

Approve resolution amending the personnel policies

Request changes to the recommended amendments.

Do not approve the resolution amending the personnel policies

Staff Recommendation:

None

ATTACHMENTS

- [2024 -107-0 RES Resolution Amending Personnel Policies.pdf](#)
- [2024-107-0 ATTH-01 Personnel Policy with Changes.pdf](#)
- [2024-107-0 ATTH-02 Personnel Policy Summary of Changes.pdf](#)
- [Personnel Policy Update Presentation.pdf](#)

TOWN OF MORRISVILLE
27560

* 100 TOWN HALL DRIVE * MORRISVILLE, NC



**RESOLUTION 2024-107-0 OF THE MORRISVILLE
TOWN COUNCIL AMENDING PERSONNEL POLICIES**

WHEREAS, the Town of Morrisville Personnel Policies are periodically updated as required to accurately reflect Town practices and maintain legal compliance; and

WHEREAS, Town employees need to be made aware of Town employment policies and practices; and

WHEREAS, these policies serve as managerial guidelines; and

WHEREAS, the Town of Morrisville Personnel Policy Manual should in no way be construed as employment rights or an employment contract; and

WHEREAS, Town of Morrisville is an at-will employer.

NOW, THEREFORE, BE IT RESOLVED THAT THE MORRISVILLE TOWN COUNCIL hereby adopts the attached recommended amendments to the policies of the Town of Morrisville Personnel Policy Manual, effective July 1, 2024.

Adopted this the 9th day of April, 2024.

TJ Cawley,

Mayor ATTEST:

Michelle Parker-Evans, Town Clerk



Morrisville

Live connected. Live well.

PERSONNEL POLICY MANUAL

Adopted May 23, 2023

Effective July 1, 2023

Welcome

Welcome to the Town of Morrisville! We are delighted that you have chosen to join our staff and hope that you will enjoy a long and successful career with us. Your active involvement, creativity, commitment, and support will help us to continue to achieve our goals. We believe that our employees are our greatest asset, and we are committed to providing them with the resources and support they need to succeed. We recognize and appreciate the contributions of each, and every employee and we strive to create a culture that fosters growth, innovation, and collaboration. The Town of Morrisville strives to meet its Mission, Vision, and Values by aligning policies to the Town's Strategic Plan. We look forward to learning more about you and what you'll bring to the Town of Morrisville!

Diversity, Equity, and Inclusion

The Town of Morrisville values and respects diversity. We are committed to the hiring and retention of a diverse workforce where individual talents, backgrounds, and experiences are welcomed, supported, and directly contribute to individual and team success. It is our mission to continue to review, develop, and provide policies and programs that actively promote an inclusive and desirable workplace for all employees. As an employee, your unique perspective and contributions are a vital part of our culture to actively promote a sense of openness, provide for greater understanding, and instill a sense of belonging for us all right from the start. During employee orientation, we will introduce some of the tools that promote a respectful and inclusive work culture.

Orientation

During employee orientation, you will review selected policies with a member of Human Resources. All personnel policies are available electronically on the Town intranet. It is your responsibility to independently review all personnel policies and sign an Employee Acknowledgement Form indicating that you will comply with all policy provisions. Do not hesitate to contact Human Resources with any questions regarding any rules, regulations, or policies set forth in this Manual. We are here to assist you.

We sincerely hope you will seek opportunities to enhance your career and strive to be an important part of the Town of Morrisville's success now and in the future. We look forward to a positive working relationship!

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ARTICLE I. GENERAL PROVISIONS

Section 1. Purpose

This policy manual (“Manual”) is designed to acquaint all employees with the Town of Morrisville (“Town”) rules and regulations, to provide guidance concerning employee pay and benefits, and to provide direction on employee growth opportunities and expected contributions from employees to preserve a healthy, positive work environment. Employees shall read, understand, and comply with all provisions of this Manual.

No Manual can anticipate every circumstance or answer every question that might arise in the employment relationship. Further, there may be situations where the need arises to revise, add, or cancel policies. Therefore, the Town reserves the right to add new policies, and to change or cancel existing policies at any time and/or may implement procedures in furtherance of existing policies. In addition, while these policies guide most personnel decisions, the Town Manager may determine a different action is necessary based on the specific circumstances of a particular situation. In addition, the Town Manager may recommend temporary policies for Council approval, as required, to ensure continuity of Town operations.

This Manual is not a contract, express or implied, guaranteeing employment for any specific duration. Employment by the Town of Morrisville is “at-will”. Although we hope that your employment relationship with us will be long term, either you or the Town may terminate the employment relationship at any time, for any reason, with or without cause or notice. Please also understand that no supervisor, manager, or other representative of the Town has the authority to make any verbal promises, commitments, or statements of any kind regarding the Town’s policies, procedures, or any other issues that are legally binding on the Town.

Revised 7/1/2023

Section 2. Merit Principles

All appointments and personnel actions shall be made on the basis of merit except when organizational needs warrant other considerations. The Town Manager may make a placement decision or other personnel action that is determined to be in the best interest of the Town and/or Town operations. All positions requiring the performance of the same duties and fulfillment of the same responsibilities shall be assigned to the same class and salary grade

The Town provides equal employment opportunities to all employees and applicants for employment without regard to race, natural hair or hairstyles, ethnicity, creed, color, religious belief or non-belief, sex, pregnancy, sexual orientation, gender identity or expression, marital or familial status, national origin or ancestry, National Guard or veteran status, political affiliation, age, disability, genetic information, or other protected characteristic, in accordance with applicable federal, state and local laws.

Revised 7/1/2023

Section 3. Responsibilities of the Town Council

The Town Council shall be responsible for establishing and approving Town personnel policies and the position classification and pay plan. The Town Council may change the policies and benefits set forth in this Manual. The Council also shall make and confirm appointments when so specified by North Carolina General Statutes.

Section 4. Responsibilities of the Town Manager

The Town Manager shall be responsible to the Town Council for the administration and technical direction of the Human Resources program, including establishing and implementing operational guidelines and procedures in accordance with adopted personnel policies.

The Town Manager shall hire, appoint, suspend, and remove Town officers and employees except those elected by the people or whose appointment or hiring is otherwise provided for by law. The Town Manager shall make hiring decisions, appointments, terminations, and suspensions in accordance with procedures stated in other articles in this chapter.

The Town Manager may delegate Human Resources functions, as appropriate. The Town Manager or designee shall maintain the position classification plan and the pay plan and perform such other duties in connection with a modern Human Resources program, as the Town Council requires. All matters dealing with Human Resources shall be routed through the office of the Town Manager or designee who shall maintain a complete system of personnel files and records.

The Town Manager shall:

1. Recommend rules and revisions to the Human Resources system to the Town Council for consideration;
2. Recommend revisions to the position classification plan to the Town Council for approval;
3. Prepare and recommend revision to the pay plan to the Town Council for approval;
4. Designate positions or place authority with employees to assist in recruitment and selection of employees, maintenance of personnel records, and performance of other duties in personnel administration, as the Council may require.

Revised 7/1/2023

Section 5. Application of Policies, Plans, Rules, and Regulations

This Manual and all rules and regulations of the Town shall be applicable to all Town employees. The Town Manager, Town Attorney, elected officials, and members of advisory

committees and boards are exempted. An employee violating any of the provisions of this Manual shall be subject to appropriate disciplinary action and may be prosecuted under any civil or criminal laws which have been violated.

Section 6. Department Rules and Regulations

Due to the particular personnel and operational requirements of the various departments of the Town, each department is authorized to establish supplemental rules and regulations applicable only to the personnel of that department. All such rules and regulations shall be subject to the approval of the Town Manager and the Human Resources designee and shall not in any way conflict with the provisions of this Manual, supersede any other Town personnel policies, or violate any Federal or State Law, but shall be considered as a supplement to this chapter. A copy of the approved supplemental departmental rules shall be provided to the Human Resources Department.

Section 7. Definitions

For the purpose of this Manual, the following words and phrases shall have the meanings respectively ascribed to them below. Reference to “regular” employees should not be construed as a contract or right to perpetual funding or employment.

Intern. A student filling a short-term assignment that enables them to gain practical knowledge of their particular occupational area of interest. Upon successful completion of their internship, individuals may be considered for any vacant position for which they are qualified as available. Interns are ineligible for benefits regardless of the number of hours worked (except those benefits mandated by State and Federal Law).

Introductory Period. New regular, full-time, and 30-hour employees shall be hired into an Introductory Period. The Introductory Period is a ~~A~~ period of time, usually 3 months for general employees, 6 months for Building Inspectors and sworn law enforcement personnel (12 months for Police Officer I Probationary(P)), and 12 months for fire personnel when an employee is hired, or in certain circumstances, transferred to a new position. This Introductory Period is intended to allow the supervisor adequate time to evaluate an employee’s performance at the employee’s job.

Regular Full-Time Employee. An employee filling an authorized position for which the expected workweek is 40 or more hours. Fire and Police personnel that work rotating shifts (up to a 212 and 171-hour schedule, per 28-day cycle, respectively) are also included.

Regular Part-Time Employee. Generally, an employee filling a position for which the expected workweek is at least 20 hours and less than 40 hours per week (generally designated as either 20 hour or 30 hour). A regular part-time employee is eligible for pro-rated benefits based on the number of hours normally authorized to work and subject to any legal requirements. Employees filling a position for which the expected regular workweek is less than 20 hours are ineligible for benefits (except those mandated by State or Federal law).

Senior Manager/Senior Management. Employees serving in the capacity of Town Manager, Deputy Town Manager, Assistant Town Manager and Director of Management Services or similar titles/positions to whom a Department Head reports.

Temporary Employee. An employee whose employment is either full or part-time (including seasonal), limited in duration and established for:

1. A specific period of time or for the duration of a specific project or group of assignments.
2. The purpose of relieving regular staff members who are absent due to illness, leave of absence, or vacation.
3. The purpose of augmenting the regular staff to meet the requirements of the department workloads, or any other conditions that may create short-term staffing shortages.

Generally, temporary positions are not entitled to Town benefits; however, positions meeting certain hours thresholds may be entitled to medical insurance benefits as required. See Human Resources for additional information.

Trainee. An employee status when an applicant is hired (or employee promoted) who does not meet all of the requirements for the position. Trainee appointments may be made to work against classified positions. During the duration of a trainee appointment, the employee is on introductory status.

Revised 7/1/2023

ARTICLE II. POSITION CLASSIFICATION PLANS

Section 1. Purpose

The full-time position classification plan provides a complete listing of all authorized and regular full-time and regular 30-hour part-time positions in the Town (including inactive positions for which a position classification has been previously established). An accurate job description is maintained for each position. The part-time position classification plan provides a general category designation of all part-time temporary positions in the Town grouped by pay rate. Both plans standardize job titles, each of which is indicative of a definite range of duties and responsibilities, qualifications needed, and other required factors. In order to ensure continuing value as a personnel management tool, it is the Town's goal to update the position classification plans on a periodic cycle to reflect the current work assignments and other conditions and requirements which are factors in proper classification and allocation of positions.

A position may be selected for review outside of the periodic cycle that may result in a reclassification. Refer to Article II, Section 6. Request for Reclassification for additional information.

Revised 7/1/2023

Section 2. Composition of the Full-time and Part-time Position Classification Plans

The Classification plans shall consist of:

1. A grouping of positions in classes which are approximately equal in difficulty and responsibility which call for the same general qualifications, and which can be equitably compensated within the same range of pay under similar working conditions;
2. Class titles descriptive of the work of the class;
3. Written specifications for each class of positions (job descriptions);
4. A summary chart showing the class title of each position in the classified service (grade/position classifications);
5. Regular, Full-time, and regular, part-time pay scale depicting the grades and salary minimum and maximum for each grade; and
6. Part-time pay rate(s) for each grade.

Section 3. Use of the Position Classification Plans

The classification plans shall be used:

1. As a guide in recruiting and evaluating applicants for employment;
2. In ~~in~~ determining promotion career paths and in developing professional development and employee training programs;
3. In determining salary to be paid for various types of work;
4. In determining personnel service items in departmental budgets; and
5. In providing uniform job terminology.

Section 4. Administration of the Position Classification Plans

The Human Resources Department shall assign each position covered by the classification plan to its appropriate class and shall be responsible for the administration of the position classification plan. The Human Resources Department shall periodically review portions of the classification plan and make minor revisions to ensure that classifications accurately reflect current job duties and responsibilities. The Human Resources Department shall also periodically review the entire classification plan and, when needed, recommend updates and changes to the Town Council.

Section 5. Adoption of the Position Classification Plans

The Town Manager may recommend pay range adjustments to the position classification plans as market conditions warrant; recommendations must be approved by Town Council. ~~+~~

The position classification plans shall be adopted by the Town Council and shall be on file with the Town Manager and Human Resources Department. Copies are available to Town employees for review through the Town’s website and shared network folders. New positions shall be established upon recommendation of the Town Manager and will either be assigned into the appropriate existing class, or the position classification plan will be amended to establish a new class to which the new position may be assigned.

Revised 7/1/2023

Section 6. Request for Reclassification

Department Heads are responsible for maintaining job duties and responsibilities for job classifications within established job descriptions and shall not add significant duties that

could alter an authorized position classification without prior consultation with Human Resources.

A Department Head, with support from Senior Management who believes a position classification is not reflective of the current duties shall submit a request, in writing, for reclassification to Human Resources. Human Resources shall consider the request for inclusion at the next position study review period. Upon approval by Human Resources, positions may be reviewed out of the regular cycle as organizational needs determine. Recommended updates will be reviewed by the Town Manager for final action.

Revised 7/1/2023

ARTICLE III. THE PAY PLANS

Section 1. Definition

The Full-Time Pay Plan includes the summary of authorized positions, pay classification, job descriptions, and department and pay grade assignments adopted by the Town Council for regular positions (full- and part-time). Department Head level positions and above are not designated by pay grades.

The Part-Time Pay Plan consists of pay grade assignments as approved by the Town Council for regular part-time and temporary positions.

Revised 7/1/2023

Section 2. Administration and Maintenance

The Town Manager and the Human Resources Department shall be responsible for the administration and maintenance of the pay plans. All employees covered by the pay plan shall be paid at a rate listed within the pay range established for the respective position classification, except for employees in trainee status or intern status; employees whose existing salaries are above the established maximum rate following transition to a new pay plan; or employees who have experienced a personnel status change as authorized by the Town Manager.

The pay plan is intended to provide equitable compensation for all positions, reflecting differences in the duties and responsibilities, the comparable rates of pay for positions in public employment in the area, the financial conditions of the Town, and other factors. Changes in the market conditions will also be considered for the full-time pay plan. From time to time the Town Manager, or the Human Resources Department, shall make comparative studies of all factors affecting the level of pay ranges and may make minor adjustments in the allocation of positions to salary grades. The Town Manager also has the discretion to assess certain unique situations and determine when special pay adjustments are warranted such as to recognize an employee's significantly increased responsibilities, to establish or maintain equitable salary relationships, or to retain an employee considering an offer of employment outside of the Town.

When adjustments are needed to the pay plan, the Town Manager shall recommend such changes in pay ranges as may be warranted to the Council. The Council shall adopt the pay scale with the position assignments, including any minor adjustments made by the Town Manager during the previous budget year, annually as part of the budget process.

Section 3. Starting Salaries/Hourly Rates

All salaries and hourly rates in approved positions must be in accordance with the Town's full or part-time Pay and Classification Plan, unless otherwise provided in this Manual.

The supervisor shall submit a written justification for the salary request of a new employee. New employees hired into regular full-time positions are hired within the respective classification and grade. A Department Head or Hiring Manager must provide written justification for a hire above the beginning of the range for a particular position in the Request to Hire. Reasons for a requested increase may include, but are not limited to, exceptional education and/or experience, other qualifications of the applicant, a shortage of qualified applicants, and current labor market conditions. For non-graded positions, market survey data will also be gathered to assist in determining the recommended salary offered. Human Resources will review the information and shall make recommendations to the Town Manager/Senior Manager to approve or disapprove these requests. Requests greater than 10% from the beginning of the range require approval from the Senior Manager. Requests greater than 20% from the beginning of the range require approval from the Town Manager. Internal equity of other employees in the department shall be considered when reviewing a salary recommendation.

Employees meeting certain eligibility requirements may receive additional pay based on identified criteria, skills and/or certifications approved by Human Resources and the Town Manager (and Town Council as applicable) as part of a formal department career ladder or skill specialization plan. Refer to the specific department's formal departmental plan for more information.

Non-exempt employees' hourly rate is typically determined by dividing what the salary would be for the position by the number of hours worked in a year, based on hours worked per week. For example, a regular, full-time employee works 40 hours per week, multiplied by 52 weeks in a year equals 2080 hours per year.

Since Fire and Police do not follow a regular weekly schedule, their "hours worked per year" are determined by using the thresholds for overtime for Law Enforcement and Firefighters, as set forth by the 207(k) Exemption of the Fair Labor Standards Act. Therefore, Fire personnel's hours worked per year is 2756 (212 OT threshold multiplied by 13 cycles) and Police personnel's hours worked per year is 2223 (171 OT threshold multiplied by 13 cycles).

Revised 7/1/2023

Section 4. Trainee and Intern Designations and Provisions

Trainee. Applicants being considered for employment or Town employees who do not meet all of the requirements for the position for which they are being considered may be hired, promoted, demoted, or transferred by the Town Manager to a "trainee" status. In such cases, a plan for training and meeting the minimum qualification for the job classification, including a time schedule, must be prepared by the supervisor. An employee shall remain at the trainee salary level until the Department Head certifies that the employee is qualified to assume full responsibility of the position. Duration of the trainee status will be determined on a case-by-case basis. The Department Head shall review the progress of each employee in a trainee status every six months or more frequently as necessary to determine when the employee is qualified to assume full responsibilities of the position. "Trainee" salaries may be no more than 10% below the minimum salary established for the position for which the person is being trained. A new employee designated as a "trainee" appointment shall be in an introductory

status until requirements for the full job class are met.

If the training is not successfully completed as planned, the employee shall be transferred, demoted, or terminated. If the training is successfully completed, the employee shall be paid at least at the minimum rate established for the job class.

Intern. Applicants may be considered for employment with the Town on a temporary internship status to gain practical knowledge of their particular occupational area of interest. The basis for eligibility and selection for such status shall be determined by the Department Head. A suitable plan for training under close supervision shall be developed for the individual. The time schedule for work shall be determined and carried out under close Department Head supervision. Upon successful completion of their internship, individuals may be considered for any vacant position for which they are qualified.

Section 5. Introductory Period

New regular, full-time, and 30-hour employees shall be hired into an Introductory Period. This Introductory Period is intended to allow the supervisor adequate time to evaluate an employee's performance at the employee's job.

The completion of the Introductory Period designates the employee's change to "regular status". Upon completion of the Introductory Period, the performance year will be prorated from the hire date unless the Introductory Period crosses over the fiscal year. In that case the employee will receive a pro-rated merit increase.

Merit adjustments will be applied on a quarterly basis. Employees hired between July 1 and September 30 will be eligible for merit for the full fiscal year. Employees hired between October 1 and December 31 are eligible for prorated merit at 75% of the full merit amount. Employees hired between January 1 and March 31 are eligible for prorated merit at 50% of the full merit amount. Employees hired between April 1 and June 30 are eligible for prorated merit at 25% of the full merit amount. The employee will be eligible for the following fiscal year's full merit.

New employees successfully completing their Introductory Periods during April 1 through June 30 are considered to "meet expectations" for performance evaluation rating purposes and a performance evaluation is not required. If the supervisor has determined the employee exceeds standard expectations, the supervisor will complete a full evaluation indicating this rating with supporting documentation. If the employee's performance is below expectations, the supervisor will contact Human Resources to discuss whether more time is needed, or termination of employment will be recommended.

Please Note: Regular, 30-hour schedule employees are eligible for annual merit, and it will be prorated based on the reduced schedule but will otherwise follow the above procedure.
Revised 7/1/2023

Section 6. Performance Evaluation

The Town uses a performance evaluation to regularly provide feedback and assess performance for all full-time and 30-hour employees. The performance evaluation should include a self-assessment and supervisor assessment of the employee and is the determinant of the Town’s merit-based system. Performance evaluation guidelines and procedures established by the Town Manager and Human Resources will be provided to employees annually.

A midpoint review is encouraged to provide and document feedback regarding the employee’s performance. However, a midpoint review is expected for new employees and employees that require additional performance counseling due to performing below expectations. During the midpoint review meeting, the supervisors shall review the employee’s progress and discuss how the employee is performing against the position expectations and standards including areas in need of improvement. Specific examples of unsatisfactory performance should be provided.

The performance evaluation shall be documented in writing and placed in each employee’s personnel file or maintained in an electronically accessible file. Should an employee receive an overall rating falling below minimum expectations, a Performance Improvement Plan (PIP) will be initiated after review. Exceptions to this policy must be reviewed by Human Resources.

At the completion of the annual evaluation, employees may be considered for advancement within the established pay range based on the Pay Plan approved by Town Council for the budget year and subject to the availability of funds.

These procedures apply to regular, full-time, and regular, 30-hour employees.

Revised 7/1/2023

Section 7. Salary Effect of Promotions, Demotions, Transfers, and Reclassifications

Promotions. The purpose of the promotional pay increase is to recognize and compensate the employee for assuming the increased responsibilities of a higher graded position. An employee who is promoted to a vacant position of a higher grade (and whose salary is below the maximum of the new pay range) shall receive a pay increase of 5% or up to the minimum of the new pay range, whichever is greater, on the promotion effective date. When determining the promotional pay increase, additional consideration will be given to promotions of greater than one grade increase and the amount of increase in responsibility to attain the new grade or to address market and pay equity considerations, subject to budget availability. For non-graded positions market survey data will also be gathered to assist in determining the

promotional salary.

It is the goal that within 30 days of the promotion effective date, the employee and supervisor shall identify workplan focus areas. In addition, employees will receive any merit earned during the performance year effective with the regular merit cycle based on the current (promoted) salary.

Demotions. When an employee is demoted to a position with a lower salary grade due to either poor performance or misconduct, the salary shall be decreased to fall within the new grade's pay range and at a minimum of 5%.

Transfer or Reassignment. The salary of an employee reassigned to a position in the same class or to a position in a different class within the same salary grade shall not be changed by the reassignment. An employee who transfers will receive any earned merit increase for the full performance period if the transfer was not due to poor performance or misconduct, subject to fund availability.

In the case of an employee transferred to a lower graded position, not caused by either unsatisfactory performance or misconduct, the employee's salary may be retained at the previous rate if it falls within the new grade's pay range but will be based on circumstances surrounding the transfer as well as budget availability.

Reclassifications. An employee whose position is reclassified to a class having a higher pay range shall receive a pay increase to the beginning salary of the new pay range. If the employee's position is reclassified to a lower grade and the salary is above the maximum established for the new range, the salary of that employee shall be maintained at the current level until the range is increased above the employee's salary. An employee who is reclassified would receive a full year's credit for performance for evaluation purposes. Any merit increases would be based off the current salary. If the employee's salary is above the new range, the employee will be eligible for lump sum merit increases only, until the employee's salary falls within the pay range. In this instance, the amount of the merit increase will be capped to the top of the range and any remaining pay adjustment will be paid in a lump sum.

Revised 7/1/2023

Section 8. Other Salary Effects Out-of-Range Salaries

If an employee's salary is above the maximum salary established for their grade, the salary of that employee shall be maintained at the current level until the range is increased above the employee's salary. The employee will be eligible for lump sum only adjustments based on performance until the employee's salary falls within the pay range.

Disciplinary Actions

Disciplinary actions that occur during the performance year will be considered when completing the employee's annual performance evaluation.

If a Level Three Final ~~Written~~ Warning was issued, the following would apply:

Level Three Final ~~Written~~ Warning for misconduct – ineligible for merit increase at next evaluation.

Level Three Final ~~Written~~ Warning for performance – ineligible for merit if not corrected by the time of the performance evaluation and the overall performance rating is below the minimum standard. Refer to Article IX. Section 1. Unsatisfactory Job Performance for additional information.

Position Changes as a result of Organizational Restructure or Reduction in Force (RIF).

These will be handled on a case-by-case basis based on the specific circumstances surrounding the need for the organizational restructure or RIF. A written plan will be developed for review and approval by the Town Council.

Revised 4/27/2021

Section 9. Salary Effect of Pay Range Revisions

When a position is assigned to a higher pay range as a result of labor market conditions, employees in that class shall receive a pay increase to the minimum salary of the new pay range or placed within the pay range with no resulting loss of pay. When a position is assigned to a lower pay range, the salaries of the employees in that position will remain unchanged. If the assignment to a lower pay range results in an employee being paid at a rate above the maximum salary of the range established for the new class, the salary of that employee shall be maintained at that level until such time as the employee's pay range is increased above the employee's current salary.

Revised 4/27/2021

Section 10. Transition to a New Pay Plan

The following principles shall govern the transition to a new pay plan:

- 1) No employee shall receive a salary reduction as a result of the transition to a new pay plan.
- 2) All employees being paid at a rate lower than the minimum rate established for their respective classes shall have their salaries raised to the new minimum for their classes.

- 3) All employees being paid at a rate above the minimum and below the maximum are considered as being paid at a competitive rate for the job class and may receive any approved pay plan implementation increases as authorized by Council.
- 4) All employees being paid at a rate above the maximum rate established for their respective classes shall be maintained at that salary level until such time as the employees' pay range is increased above the employees' current salary.

Section 11. Effective Date of Salary Change

Base salary changes, for full-time employees, resulting from the annual performance review are effective as outlined in the Budget Ordinance approving the annual merit award. The performance evaluation assessment period is the Town's fiscal year.

Section 12. Overtime Pay/Compensatory Time/Paid Time Off Provisions for General Employees

Employees of the Town can be requested and may be required to work overtime hours as necessitated by the needs of the Town and determined by the Department Head/Senior Management. All overtime must be approved in advance by the employee's supervisor. The failure to manage hours appropriately and the working of unapproved overtime may result in disciplinary action, up to and including termination.

The Human Resources Department shall determine which positions are "non-exempt" and are therefore subject to overtime compensation in accordance with the provisions of the Fair Labor Standards Act (FLSA).

Non-exempt employees will be paid at a straight time rate for hours up to the FLSA established limit for their position (usually 40 hours in a seven-day period). Hours worked beyond the FLSA established limit shall be compensated in either compensatory time or pay at the appropriate overtime rate. In the case of compensatory time, for example, should a general schedule employee, subject to the FLSA, work 42 hours in a seven-day period, the compensatory time will accumulate three hours for the two hours of overtime worked. In determining eligibility for overtime in a work period, only hours actually worked shall be considered and in no event will vacation, sick leave, or holidays be included in the computation of hours worked for FLSA purposes.

Whenever practicable, Department Heads will schedule time off on an hour-for-hour basis within the applicable work period for non-exempt employees, instead of paying overtime. When time off within the work period cannot be granted, overtime worked will be paid or accumulated as compensatory time in accordance with the FLSA. Non-exempt employees may- accumulate- a- maximum- of -240 -hours- of -compensatory -time.

Compensatory hours earned beyond 240, will be paid as overtime. Department Heads, based on mission needs, personnel availability, and budget authority may authorize overtime to be paid or the accumulation of compensatory time as best meets the management needs of the organization.

Employees in positions determined to be “exempt” from the FLSA (as Executive, Administrative, Professional, or other FLSA designations) shall receive 80 hours of paid time off (PTO) as an employee benefit per calendar year; however, exempt employees hired or promoted to an exempt position between July 1 and September 30 shall receive 40 hours of PTO for that calendar year only. Employees hired or promoted to an exempt position on or after October 1 will not be eligible for PTO until the next calendar year. PTO will be used before accrued vacation and any remaining PTO hours at the end of the calendar year will not be rolled over to the new year. Exempt employees will not typically receive pay for hours worked in excess of their normal work periods. Upon separation from employment, whether voluntary or involuntary, exempt employees forfeit unused PTO.

Revised 7/1/2023

Section 13. Overtime Pay Provisions for Firefighters and Police Officers

Supervisors are responsible for creating and maintaining a shift schedule to ensure adequate staffing as specified for emergency response personnel and in compliance with the FLSA and Town policy.

It is the policy of the Town of Morrisville to ensure fair and equitable compensation for all employees in accordance with the Fair Labor Standards Act. (FLSA) and the Town’s personnel policy as it relates to compensation and benefits. Firefighters are subject to working a 24-hour work schedule and Police Officers are subject to working a 12.2 hour rotating shift.

Firefighters who work more than 212 hours and Police Officers who work more than 171 hours in a 28-day cycle are subject to overtime pay at a rate of time and a half of their regular compensation rate. The Town has discretionary authority in determining the manner in which overtime will be compensated. Compensatory leave is an option for the Town to use as a tool to compensate firefighters and police officers when they work beyond their maximum number of hours in a 28-day cycle.

Department Heads are granted the authority to determine if overtime earned will be a monetary compensation or compensatory time off for hours worked beyond their maximum number of hours in a 28-day cycle.

Section 14. Use of Compensatory Time/Paid Time Off

FLSA provides that any employee of a public agency who has accrued compensatory time and requests use of this earned time shall be permitted to use such time off within a “reasonable period” after making the request as long as it does not “unduly disrupt” the

operations of the agency. (Examples of “unduly disruptive situations” are when time off is requested during an anticipated peak of workload or in an emergency situation.) Employer inconvenience is an insufficient basis for denial and constitutes a violation of the FLSA.

Employees will use accrued compensatory time or PTO before using accrued vacation leave. Refer to Article III, Section 12 for additional information. The use of PTO will follow the guidelines for use of vacation leave. Refer to Article VII, Section 7 for additional information.

Section 15. On-Call and Callback Pay for Non-Exempt Employees

Note: This policy is not applicable to ~~emergency response~~ Fire and Police Department personnel. These personnel are subject to their respective departmental policies and procedures.

Definitions of Terms Used

~~**Emergency Response**— Positions in this category are typically found in the Police Department and Fire Department. Examples: police officers and firefighters as emergency responders~~

~~**Essential Subject to Call Personnel**- Employees in this classification are required to rotate a stand-by schedule and are subject to be called back to work to perform duties of a critical nature in order to ensure the resources of the Town are protected and services to the residents are provided with minimal interruption. Employees in this category are typically assigned to Public Works and Parks, Recreation and Cultural Resources and Public Works.~~

On-Call Status - Employees designated as on-call must be available in the event there is a need to return to work outside their regular schedule to perform critical duties as a result of an emergency or situation requiring prompt attention. On-call positions are to be designated as part of an approved department on-call policy. All department on-call policies will be submitted to the Senior Manager for review and approval. Final approved on-call policies will be provided to and retained by Human Resources.

Call Back Pay – When there is a need for an employee to return to work outside their regular schedule to perform critical duties as a result of an emergency or a situation requiring prompt attention.

It is the policy of the Town of Morrisville in accordance with FLSA, to compensate non-exempt employees who are subject to be called back to work outside their regular work schedule to perform critical tasks as it relates to Town operations. Employees in these classified positions may be required to rotate on an on-call schedule in order to provide department coverage. Employees will be compensated for two hours of straight time during the on-call period. If employees are called back to work, compensation will be provided for a minimum of two hours and applied towards the two hour pay minimum for on-call work during the period, even if completion of the task takes less than two hours. If the task requires more than two hours of work, the employee will be compensated for the actual

time worked. Any time worked over 40 hours in a workweek will be paid at time and a half of their regular pay or accrued as compensatory time. Any time worked on call back that does not result in the employee exceeding 40 hours of work for the workweek will be compensated on a per-hour basis at the employee's normal hourly rate (i.e., straight time). Mileage reimbursement will be provided for mileage incurred as a result of callback travel from home base to duty station.

Employees in an on-call status may lead their normal off duty activities with the exception that they cannot consume alcoholic beverages. However, they must carry a cell phone and remain available with a professional demeanor in the event they are called back to respond to a critical situation. They are required to respond to the call back request within 10 minutes and must arrive at the designated work site of the emergency within 1 hour from the time the call was made.

Failure to be available for callback or failure to report to the duty station when called back to work may constitute an unwillingness to carry out a directive from a manager or supervisor and may be subject to disciplinary action. The factors surrounding the situation will be reviewed to determine if disciplinary action is necessary. Employees who are assigned to positions that are subject to be called back but are unable to report due to legitimate environmental conditions or situations outside of their control, shall immediately contact a pre-designated alternate person to respond in their place. In addition, the employee is required to contact their supervisor to inform them of the situation and to provide documentation of their circumstances. Based on the circumstances surrounding the individual situation, the Town Manager shall have discretion in deciding any further course of action.

Revised 7/1/2023

Section 16. Pay For Acting in A Higher-Level Classification

An employee who is formally designated to perform the duties of a position that is assigned to a higher salary grade than that of the employee's regular job classification shall receive a temporary salary increase for the duration of the "acting" assignment. Generally, short-term assignments last a minimum of three weeks and no longer than 12 weeks. "Acting" pay is not intended to cover routine absences, such as a vacation. The Department Head or Senior Manager must submit a special request to Human Resources, in writing, to extend the short-term assignment explaining the surrounding circumstances warranting the longer time period. The employee shall receive a salary adjustment to the beginning of the pay range for the position in which the employee is acting or receive a 5% increase, whichever is greater, except that no adjustment shall exceed the maximum rate established for the position. The salary increase shall be temporary, and the employee shall return to their "pre-acting" salary at the completion of the assignment, with the exception of any merit increase the employee earned while in the "acting" role.

An employee who is formally designated to perform the duties of a non-graded position shall receive a minimum 5% increase. Each situation will be reviewed on a case-by-case basis to determine if an additional increase is warranted based on the expected acting duties and other

pertinent considerations.

Revised 7/1/2023

Section 17. Payroll Schedule and Deductions

The payroll schedule shall be established by the Town Manager and shall be administered by the Finance Department. Deductions shall be made from each employee's salary, as required by law. Additional deductions may be made upon the request of the employee on determination by the Town Manager as to capability of payroll equipment and appropriation of the deduction.

All employees shall be paid on a bi-weekly basis on Friday of the designated pay week. Pay periods begin on Saturday at 12:00 a.m. and end on Friday at 11:59 p.m., 14 days later, unless otherwise designated. If the payday falls on a holiday, employees will be paid on the last working day prior to the holiday.

ARTICLE IV. RECRUITMENT AND EMPLOYMENT

Section 1. Equal Employment Opportunity Policy

It is the policy of the Town to foster, maintain and promote equal employment opportunities. The Town shall select employees on the basis of the applicant's qualifications for the job and award them, with respect to compensation and opportunity for training and advancement, including upgrading and promotion, without regard to race, natural hair or hairstyles, ethnicity, creed, color, religious belief or non-belief, sex, pregnancy, sexual orientation, gender identity or expression, marital or familial status, national origin or ancestry, National Guard or veteran status, political affiliation, age, disability, genetic information, or other protected characteristic, in accordance with applicable federal, state and local laws.

Revised 7/1/2023

Section 2. Implementation of Equal Employment Opportunity Policy

All personnel responsible for recruitment and employment will continue to regularly review ~~regularly~~ the implementation of this personnel policy and relevant practices to ensure that equal employment opportunity based on reasonable, job-related requirements is being actively observed to the end that no employee or applicant for employment shall suffer discrimination because of race, natural hair or hairstyles, ethnicity, creed, color, religious belief or non-belief, sex, pregnancy, sexual orientation, gender identity or expression, marital or familial status, national origin or ancestry, National Guard or veteran status, political affiliation, age, disability, genetic information, or other protected characteristic, in accordance with applicable federal, state and local laws. Notices with regard to equal employment matters shall be posted in conspicuous places on Town premises in places where notices are customarily posted.

Revised 7/1/2023

Section 3. Recruitment, Selection and Appointment

Recruitment Sources. When position vacancies occur, Department Heads shall notify Human Resources concerning the number and classification of positions that are to be filled. Human Resources shall publicize these opportunities for employment, including applicable salary information and employment qualifications. The hiring department is responsible for managing the recruitment plan and providing advertising recommendations to Human Resources. Internal promotional opportunities will be considered first, as appropriate. Notices of vacancies shall be posted on the Town website. In addition, information concerning job openings and hiring practices may be provided to recruitment sources, including organizations and news media. The local Employment Security Commission Office may be notified of job vacancies and may be used as a referral source. Recruitment sources ~~will~~ be reviewed periodically in consideration of options to broaden the diversity of the applicant pool. A vacancy may be filled using only internal recruitment to provide opportunities for qualified Town employees. The Town Manager retains final authority for hiring decisions,

including the authority to make a direct placement when it is in the best interest of the Town.

Application for Employment. All persons expressing interest in employment with the Town shall be given the opportunity to file an application for employment for positions that are vacant.

Selection. Department heads shall make such investigations and perform processes and procedures as necessary to accurately assess the knowledge, skills, and experience qualifications required for the position and approved in the Position Classification Plan.

Veteran's Preference. Departments must give preference in initial employment decisions to qualified applicants eligible to be considered for Veteran's Preference. Policy requires the selection of an applicant who is eligible for Veteran's Preference when the applicant is "substantially equal" in qualifications to the best qualified applicant not eligible for Veteran's Preference. To qualify for Veteran's Preference, applicants must submit the "Veteran's Worksheet" with their application.

Appointment. Before any commitment is made to an applicant for a full-time position, either internal or external, the Department Head shall make recommendations to Human Resources who shall review documentation for the position to be filled, the salary to be paid, and the reasons for selecting the candidate over other candidates to ensure the hiring request complies with established hiring policies and guidelines. The Town Manager or designee shall approve appointments and the starting salary for all applicants. A conditional offer of employment will be made to the top candidate contingent upon satisfactory results of pre-employment drug screening, criminal background check, and driving record check. Additional pre-employment requirements specific to Police and Fire personnel are administered at the department level.

Revised 7/1/2023

Section 4. Introductory Period

~~New regular, full-time, and 30-hour employees shall be hired into an Introductory Period. An employee hired in to a Full time or 30 hour, regular position shall serve an Introductory Period.~~ Except as specified below, the Introductory Period shall be three months. Only one extension of up to an additional three months is permitted, except as discussed below. During the Introductory Period, supervisors shall monitor an employee's performance and communicate with the employee concerning performance progress. Before the end of the Introductory Period, the supervisor shall determine whether the employee is performing satisfactory work and meeting job expectations. The employee's progress (accomplishments, strengths, and areas of improvement) will be discussed with the employee and a summary of this discussion shall be documented in the employee's personnel file. The supervisor shall recommend, in writing, whether the Introductory Period should be deemed completed, whether it should be extended, or whether the employee should be terminated.

Building Inspectors shall serve a six-month Introductory Period upon hire. Only one extension of up to an additional three months is permitted.

Fire personnel shall serve a minimum of a one-year Introductory Period upon hire unless rehired within one year from separation of Town of Morrisville employment. Rehires in this situation must serve a six-month Introductory Period. The Introductory Period may be extended up to an additional six months. Fire personnel must also serve a six-month Introductory Period when promoted.

Sworn law enforcement personnel who are certified in North Carolina (i.e., lateral hires) shall serve a six-month Introductory Period upon hire and/or promotion as required by the Commission on Accreditation for Law Enforcement Agencies (CALEA) standard. This Introductory Period may be extended up to an additional six months.

Sworn law enforcement personnel that have successfully completed North Carolina Basic Law Enforcement Training (BLET) but are not yet certified in North Carolina (i.e., police recruits or out-of-state laterals) shall serve a ~~one-year~~one-year Introductory Period as required by the North Carolina Criminal Justice Educations and Training Standards Commission. This Introductory Period may be extended up to an additional six months.

A new employee designated as a “trainee” appointment shall be in an Introductory status until requirements for the full job class are met and may still be required to complete an extended Introductory Period once trainee requirements have been met.

Regular part-time and temporary employees who are promoted to a regular 30-hour or full-time position will be required to serve the Introductory Period (except employees promoted from a regular 30-hour position).

Disciplinary action, including termination, may be taken at any time during the Introductory Period of a new hire without following additional steps outlined in these policies.

While serving in an Introductory Status, all regular, full time and regular, part time employees shall receive all benefits provided in accordance with this Policy (any mandatory waiting periods will apply).

Employees shall not be entitled to utilize the appeal or grievance procedures established by this policy until successful completion of the Introductory Period. This does not prohibit any complaints of discrimination, including sexual harassment

Upon successful completion of the Introductory Period, employees are permitted to apply for other Town positions within their department. Employees may apply for positions outside their departments after successful completion of the Introductory Period and one year of employment, except in matters of direct placement, at the Town Manager’s approval.

For more information on Introductory Periods, see Article III, section 5.

Revised 7/1/2023

Section 5. Promotion

Promotion is the movement of an employee from one position to a vacant position in a class assigned to a higher pay range and classification. Promotion from within the Town workforce is encouraged. The Town will balance three goals when considering a promotional opportunity: 1) the benefits to employees and the organization of promotion from within; 2) providing equal opportunity and a diversified workforce to the community; and 3) obtaining the best possible candidate who will provide the most productivity in that position. The Town Manager has the authority to make a direct internal promotion.

The reasons for promotion shall be documented and placed in the employee's personnel file.

Upon promotion, Sworn Law Enforcement staff may have additional requirements as defined by the Commission on Accreditation for Law Enforcement Agencies (CALEA). Refer to the Police department's Standard Operating Guidelines (SOG) for more information.

For more information on promotions, refer to Article III, section 7.

Revised 7/1/2023

Section 6. Demotion

Demotion is the movement of an employee from one position to a position assigned to a lower pay range. An employee whose work or conduct in the current position is unsatisfactory or who is subject to disciplinary action for any other reason may be demoted provided that the employee is qualified and shows promise of becoming a satisfactory employee in the lower position. Such demotion shall follow the disciplinary procedures outlined in this chapter.

Disciplinary demotions are not subject to "save pay" or "save grade" adjustments. Reassignment to a lower grade or lower pay position is a part of the disciplinary action and therefore there is no intent to retain or protect the employee's previous grade or pay.

For more information on demotions, refer to Article III, section 7.

Section 7. Transfer or Reassignment

Transfer is the movement of an employee from one position to another position. The reassignment may cause a transfer to a new position in the same or different classification or grade. If a vacancy occurs and an employee is eligible and qualified for the position, then the employee shall apply for the transfer according to the application process.

For more information on transfers, refer to Article III, section 7.

ARTICLE V. CONDITIONS OF EMPLOYMENT

Section 1. Work Schedule

Department heads shall establish work schedules that meet the operational needs of the department in the most cost-effective manner possible. All schedules must be approved by the Town Manager or designee and will be in accordance with the Fair Labor Standards Act. The Town Manager may, at any time, reevaluate current work schedules and make modifications as deemed appropriate for continued effective working operations.

Section 2. Political Activity

Each employee has a civic responsibility to support good government by every available means and in every appropriate manner to avoid real or perceived conflicts of interest. Each employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, may advocate, and support the principles or policies of civic or political organizations in accordance with the Constitution and laws of the State of North Carolina and in accordance with the Constitution and laws of the United States. However, no employee shall:

1. Engage in any political or partisan activity while on duty;
2. Use official authority or influence for the purpose of interfering with or affecting the result of a nomination or an election for office;
3. Be required as a duty of employment or as condition for employment, promotion, or tenure of office to contribute funds for political or partisan purposes;
4. Coerce or compel contributions from another employee of the Town for political or partisan purposes;
5. Use any Town supplies or equipment for political or partisan purposes; or
6. Hold or fill an elective office for the Town of Morrisville.

Any violation of this section shall be deemed improper conduct and shall subject the employee to disciplinary action up to and including termination under this policy.

Revised 4/27/2021

Section 3. Expectation of Ethical Conduct

Successful business operation and reputation of the Town of Morrisville is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws

and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity. Continued success of the Town of Morrisville is largely dependent upon the public's trust that we are dedicated to preserving. Employees owe a duty to the Town of Morrisville, the public, and Council members to act in a way that will merit the continued trust and confidence.

The Town of Morrisville will comply with all applicable laws and regulations. All employees are to conduct Town business in a professional manner and in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct. In general, the use of good judgment, based on high ethical principles, will guide you with respect to acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the employee should seek advice and consultation by discussing the matter openly with the employee's immediate supervisor and/or, if necessary, with the Human Resources Department. Compliance with this policy is the responsibility of every Town of Morrisville employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

Section 4. Code of Conduct and Working Environment

The Town encourages a congenial work environment of respect and professionalism. Disrespectful conduct or actions are prohibited in any form, including via electronic and social media communication. Refer to the Town's [Social Media](#) and [IT Security](#) Policies for further details regarding expectations for electronic communication. Employees should compose messages and attachments in a professional manner with the understanding that their communication reflects on the character of the Town of Morrisville. Whether an E-mail message is personal or business, it still originates from the Town.

Employees are required to support an inclusive workplace by adhering to the following standards of conduct:

1. Treat others with dignity and respect at all times.
2. Address and report inappropriate behavior and comments that are discriminatory, harassing, abusive, offensive, or unwelcome.
3. Foster teamwork and employee participation, encouraging the representation of different employee perspectives.
4. Seek out insights from employees with different experiences, perspectives, and backgrounds.
5. Avoid slang or idioms that might not translate across cultures.
6. Confront the decisions or behaviors of others that are based on conscious or unconscious biases.

7. Be open-minded and listen when given constructive feedback regarding others' perception of your conduct.

~~The Town will not tolerate discrimination, harassment or any behavior or language that is abusive, offensive, or unwelcome. Refer to the Article V. Section 10 for additional information.~~

~~The prohibition on disrespectful conduct and actions includes, but is not limited to, intentional acts such as:~~

- ~~1. Physically harming others;~~
- ~~2. Verbally abusing others;~~
- ~~3. Using intimidation tactics and making threats;~~
- ~~4. Unwillingness to carry out a directive from a manager or supervisor (that is not prohibited by any other Town policies, including Safety Policies) and/or disrespectful behavior toward a manager or supervisor;~~
- ~~5. Sabotaging another's work;~~
- ~~6. Stalking others;~~
- ~~7. Making malicious, false, and harmful statements about others or the Town (gossip, spreading rumors);~~
- ~~8. Publicly disclosing another's private information;~~
- ~~9. Fraud or theft;~~
- ~~10. Falsification of records for personal profit;~~
- ~~11. Engaging in conduct prohibited by Town policies.~~

~~Employees are responsible for ensuring the security of Town confidential material in their possession and similarly maintaining the security of Town-provided equipment.~~

Disciplinary actions for employee misconduct are outlined in Article IX Section 3 of this document.

Commented [NM1]: Relocated to Article IX Section 1 to consolidate examples of unsatisfactory performance and misconduct.

Revised 7/1/2023

Section 5. Workplace Violence

The Town of Morrisville is committed to providing a safe and productive work environment for its employees that is free from violence. Consequently, the Town has adopted a zero-tolerance policy toward workplace violence.

For purposes of this policy, workplace violence includes, but is not limited to, intimidation, threats, physical attack, domestic violence, or property damage and includes acts of violence committed by Town employees, clients, customers, relatives, acquaintances, or strangers against anyone on Town property or in the course of conducting Town business.

Possession of firearms or other weapons (as defined by G.S. Sec. 14-269) on Town premises or in a Town vehicle or in the course of carrying out Town duties without specific authority granted by the Town is ~~also~~ prohibited.

All employees are responsible for helping to maintain a violence-free workplace by cooperating with and respecting coworkers and others in the course of conducting Town business. Restraining orders must be reported to Human Resources. Any employee who witnesses or experiences an act or threat of violence should report this act or threat to a Department Head or above in the management chain and /or the Human Resources Department. If HR is not notified by the employee, it is the responsibility of the staff member notified to in turn notify HR. In accordance with this policy, all reported threats of violence will be investigated and, depending upon the outcome of the investigation, appropriate disciplinary action may be taken up to and including termination.

Section 6. Secondary Employment

Employment with the Town shall have precedence over other occupational interests of full-time regular employees. All outside employment that results in compensation in the form of salaries, wages, or commission, including all self-employment must be approved in advance. The Department Director will review such employment for possible conflicts of interest first and document any concerns for review by Human Resources. Human Resources will forward any identified potential conflicts to Senior Management who will subsequently approve or disapprove the secondary employment request. Conflicting or unreported outside employment is grounds for disciplinary action up to and including termination.

Secondary employment is not permitted when it:

1. Creates either directly or indirectly a conflict of interest with the primary employment, or
2. Impairs the employee's ability to perform all expected duties, and/or the ability to make decisions and carry out in an objective manner the duties and responsibilities of the Town.

Employees who are out of work under provisions of the Family Medical Leave Act (FMLA), Workers' Compensation, Administrative Leave, or any other Leave of Absence are

prohibited from engaging in any outside employment during the period of leave (requests for an exception will be reviewed and may be made on a case-by-case basis). Employees who work elsewhere while on leave without authorization, except on military duty, are considered to have quit voluntarily.

In secondary employment arrangements, Town employees shall not work for or be in partnership with other Town employees. No regular, full-time employees are permitted to work in other departments within the Town. Special exceptions may be made, with the approval of the Town Manager, when deemed to be in the best interest of the Town.

Approval for secondary employment may be withdrawn at any time if it is determined that secondary employment has an adverse impact on primary employment. Requests must be updated annually.

Revised 7/1/2023

Section 7. Use of Town Time, Equipment, Supplies and Vehicles

Town supplies and equipment (including phones, computers, etc.) are to be used exclusively for the Town's business. During working hours, an employee shall only conduct Town business. Use of Town time, supplies, or equipment for personal or other purposes not related to the employee's Town duties and responsibilities is prohibited and subjects the employee to disciplinary action, up to and including termination.

Non-exempt Town employees are required to report time worked in the Town's time & attendance system. Time claimed as "work time" should accurately report actual time and physical attendance rounding up to the nearest one quarter hour. Failing to accurately report time worked will be deemed as waste, fraud, and abuse and may be subject to disciplinary actions.

All employees who use Town vehicles are required to follow applicable motor vehicle and safety requirements. Violation or misuse of Town vehicles also subjects the employee to disciplinary action, up to and including termination. Refer to the Town's Motor Vehicle Policies for additional information regarding use and maintenance of Town vehicles.

Revised 4/27/2021

Section 8. Flexible Work Arrangements

The Town of Morrisville supports Town departments to allow flexible work options to meet a variety of organizational and employee needs. Flexible work arrangements will be reviewed and assessed in terms of the position, ability to increase efficiencies, and improve service delivery, as well as increase recruitment and retention efforts. Flexible work arrangements may include remote work, compressed schedule (for example, 10- hour days, 4 days per week), or alternate work hours. Work arrangements may be

approved on a long-term or short-term basis or as a temporary arrangement or to meet an ad hoc or infrequent need as they arise. In all cases, employees must receive prior approval from their Department Head (or the employee's supervisor in the case of Department Heads or Senior Management seeking flexible work arrangements) prior to working any flexible work arrangements either short- or long-term. The Town is not required to provide additional equipment to accommodate a flexible work arrangement.

Alternative work arrangements may be appropriate for some employees and some jobs. It is not an entitlement; it is not an organization-wide benefit; and it in no way changes the terms and conditions of employment with the Town of Morrisville. The Town may discontinue any flexible work arrangements at any time and for any reason.

Procedure:

1. All authorized alternative work arrangements may be initiated by the department head/supervisor or employee.
2. In all cases, the employee shall be accessible by phone or computer during the agreed upon work schedule or work site.
3. Any alternative work arrangements made will be on a trial basis for the first three months but may be discontinued for any reason at any time by request of Senior Management. In addition to other considerations, supervisors are also expected to evaluate the alternative work arrangement based on outcomes/deliverables to determine whether the alternative work arrangement should be discontinued. New employees may also be considered for alternative work arrangements at the discretion of the Department Head.
4. When working off-site from Town facilities the Town of Morrisville accepts no responsibility for damage or repairs to employee-owned equipment used in the course of the employee's job duties. Equipment supplied by the Town is to be used for business purposes only. Employees are expected to ensure the protection of proprietary Town and customer information at all times.
5. Employees are responsible for notifying their supervisor of any injuries sustained by the employee while performing their regular work duties, in accordance with Town Workers' Compensation procedures.
6. All employees, regardless of the work arrangements, who are not exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) will be required to record all hours worked for payroll purposes. Hours worked in excess of those specified per day and per work week will require the advance approval of the supervisor. Failure to comply with this requirement can result in the immediate cessation of the alternative work arrangement.

Revised 7/1/2023

Section 9. Employment of Relatives

The Town prohibits ~~the hiring and~~ regular, full-time, and regular, 30-hour employment of immediate family within the same department. Additional or other work arrangements may be evaluated prior to hiring, for example in a capacity where the individuals would work closely together on a regular basis. The term “immediate family” shall be understood to refer to the degree of closeness or relationship, which would suggest that problems might be created within the work unit, or that the public’s philosophy of fair play in providing equal opportunity for employment to qualified individuals, would be violated. The term is also defined as a spouse, parent, guardian, child, sibling, grandparent, grandchild, plus the various combinations of half, step, in-law, and adopted relationships that can be derived from those named. Such relationships may also include others living within the same household or otherwise closely identified with each other.

Part-time employment of relatives will be assessed in consideration of this policy.

A final determination of whether a particular relationship falls within the confines of this policy and could create either morale or conflict of interest concerns, rests solely with the discretion of the Town Manager.

The Town also prohibits the employment of any person in any department who is an immediate family member of individuals holding the following positions: Mayor, Town Council Member, Town Manager, or Town Attorney. Otherwise, the Town will consider employing family members or related persons in the service of the Town with the approval of the Town Manager, provided that such employment does not result in a relative falling within the chain of command of a relative. Employees may not be involved in the recruitment or hiring process of a relative as defined above.

Revised 7/1/2023

Section 10. Job Related Discrimination and Harassment

All supervisors are responsible for creating an atmosphere free of discrimination. Employees are responsible for respecting the rights of their coworkers.

If an employee experiences any job-related discrimination or harassment on the basis of race, natural hair or hairstyles, ethnicity, creed, color, religious belief or non-belief, sex, pregnancy, sexual orientation, gender identity or expression, marital or familial status, national origin or ancestry, National Guard or veteran status, political affiliation, age, disability, genetic information, or other protected characteristic, or if the individual believes they have been treated in an unlawful, discriminatory manner or have been unlawfully harassed, they must promptly report the incident. The employee is required to report the complaint to one of the following: Human Resources Director, Department Head, applicable Senior Manager or Town Manager. A complaint regarding the Town Manager should be reported to the Mayor or Town Attorney. If the complaint is made to

anyone other than the Human Resources Director, the notified party has the responsibility to contact the Human Resources Director immediately following notification of the complaint. Once made aware of the complaint, the Town is committed to commence an immediate, thorough investigation of the allegations. Complaints will be kept confidential to the maximum extent possible consistent with a thorough investigation and applicable law.

If, at the completion of the investigation, the Town determines that an employee is guilty of discriminatory or harassing behavior, appropriate disciplinary action will be taken against the offending employee, up to an including termination.

The Town prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in the complaint investigation. However, if, after investigating any complaint of unlawful discrimination, the Town determines that any employee intentionally provided false information regarding the complaint, disciplinary action may be taken against the employee who gave the false information.

Revised 7/1/2023

Section 11. Sexual Harassment

It is the policy of the Town of Morrisville to provide a work environment that is free from sexual harassment. The Town opposes and prohibits sexual harassment by supervisors and employees of the Town in any form. Sexual Harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when 1) submission to such conduct is made either explicitly or implicitly of a sexual term or condition of an individual's employment; 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or 3) 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. Harassment, either intentional or unintentional, has no place in the workplace.

Some examples of sexual harassment include:

1. Inappropriate use, either explicitly or implicitly, of a sexual term or condition which affects an individual's employment. (quid pro quo - this for that);
2. Inappropriate touching, such as patting, pinching, or brushing against another's body in either a casual or formal setting;
3. Conduct, which has the purpose or effect of unreasonably interfering with another employee's work performance or negative impact in the ability to do their job;
4. Intimidating actions or conversations to cause a hostile work environment;
5. Inappropriate use of Internet resources or electronic communication, including social media, that may ridicule, intimidate, or degrade an individual;

6. Display of pictures, photos, or signs that contain sexually implicit or explicit language or images;
7. Sexually oriented “kidding,” “teasing,” or “practical jokes”;
8. Jokes about gender specific traits;
9. Foul or obscene language or gestures; or
10. Other behavior that may be deemed to create a hostile environment in the workplace.

Section 12. Reporting Incidences of Harassment

The Town cannot resolve matters that are not brought to its attention. If an employee believes that they have been harassed, they should:

1. Remain calm and professional.
2. If comfortable, let the individual know right away that the individual’s behavior is unwelcome. Be direct and candid with the person.
3. When reporting the harassment, be prepared to tell all of the facts surrounding the incident. Give the who, what, when, where and how.

All employees, regardless of position, are required to report any incidents of sexual harassment. Any employee (i) who believes they are experiencing sexual harassment in the workplace, (ii) who has witnessed sexual harassment in the workplace by anyone, or (iii) who has become aware of possible sexual harassment in the workplace by any employee, supervisor, Department Head or above, or by non-employees, is required to immediately bring the matter to the Town’s attention. The employee is required to report the complaint to one of the following: Human Resources Director, Department Head, applicable Senior Manager or Town Manager. A complaint regarding the Town Manager should be reported to the Mayor or Town Attorney. The notified party has the responsibility to contact the Human Resources Department immediately following notification of sexual harassment allegations. Upon notification to Human Resources, the following will occur:

1. A Human Resources representative will meet with the employee to discuss the complaint and/or issues, and if necessary, initiate an investigation.
2. Human Resources will conduct the appropriate investigations.
3. Based on their findings, Senior Management will take effective corrective, disciplinary action up to and including termination.

Revised 7/1/2023

Section 13. Protection Against Retaliation

Retaliatory action against anyone filing a complaint of any type of discrimination, including sexual harassment, is strictly prohibited. Complaints of harassment will be kept as confidential as possible. Information will be released only on a “need to know” basis. The Human Resources Department and the Town Manager will strive to establish safeguards against retaliation during the investigation and after its completion. If the Town determines that any employee intentionally retaliated against a complainant of discrimination, disciplinary action may be taken against the employee responsible for the retaliatory conduct.

Revised 7/1/2023

Section 14. Acceptance of Gifts and Favors

No official or employee of the Town shall accept any gift, favor, gratuity, or thing of value that may tend to influence such employee in the discharge or the employee’s duties or grant in the discharge of duty an improper favor, service, or thing of value. Gratuity is defined as something given voluntarily beyond obligation in return for or in anticipation of some service.

The Town recognizes residents may want to show appreciation for work with a non- monetary, de minimis gift on a non-routine basis. Should these matters arise, employees are to contact their Department Head for additional guidance and refer to the Comprehensive Fiscal/Financial Policies and Procedures section on “Gifts and Favors”. The Town also reserves the right to determine if a gift rises above the de minimis level and prohibit receipt.

No employee shall grant any improper favor, service, or thing of value in the discharge of duties.

Special Note:

Police, Fire, Inspection, and Code Enforcement personnel shall exercise a high level of restraint avoiding the personal acceptance of gifts and favors. While residents and business owners likely are truly thankful for services received it is inappropriate to accept these offers. Sometimes residents and business owners may believe that they should receive special treatment or a higher level of service because they previously provided gratuities. Should residents or business owners desire to provide holiday gifts to the Town or departments, the gifts are to be shared openly with all members of the department or building. Town staff shall encourage residents and business owners who feel obligated to share holiday gifts with Town employees to contribute gifts to bona-fide charities and may do so on behalf of the Town of Morrisville or a department of the Town.

Section 15. Solicitation of or by Employees

In order to facilitate the efficiency and effectiveness of Town operations, the Town of Morrisville restricts oral and written solicitations and distributions of information/materials on our premises.

Standard Practice and Procedure:

~~Other than for Town of Morrisville business purposes:~~

1. Employees are not to solicit or be solicited during their working time other than for Town of Morrisville business purposes. Working time is when the performance of job duties is expected. It does not include time such as before/after a work shift, during breaks, and during lunch periods.
2. Employees are not to distribute or receive information/materials during their working time and/or in their working areas. Working areas are where the performance of job duties is expected. As a general rule, working areas do not include break rooms, parking lots, cafeterias, and restrooms.

~~Without Town of Morrisville's prior approval:~~

3. Town of Morrisville assets such as stationery, meeting rooms, the Town intranet & emails, bulletin boards, telephones, computers, copiers, and handheld communication devices are not to be used for purposes other than Town business without supervisory approval.

Section 16. Safety

It is the goal of the Town to establish a safe work environment for employees. The Town shall establish a safety program including policies and procedures regarding safety practices and precautions and training in safety methods. Department Heads and supervisors are responsible for ensuring the safe work procedures of all employees and for providing necessary safety training programs. Employees shall follow the safety policies and procedures and attend safety-training programs. Employees who violate such policies and procedures shall be subject to disciplinary action up to and including termination.

In compliance with OSHA regulations, new employees will receive safety training orientation prior to reporting to their work site.

Firearms policy

No Town official or employee may carry a firearm of any kind, whether concealed or otherwise, while on Town property, including while in Town vehicles. This policy shall not apply to sworn law enforcement personnel who will carry their badge and identification card at all times when armed with a firearm. If the firearm is being carried in the open, the officer must have their badge conspicuously displayed. These rules apply when the officer is on duty whether in plain clothes or in uniform unless the officer is "undercover". ~~Any~~ officer shall not carry a concealed weapon while consuming alcohol or any unlawful controlled substance.

Section 17. Immigration Law Requirements

All employees are required to furnish proof of a legal right to work in the United States.

Revised 7/1/2023

Section 18. Drug Screening and Criminal Background Checks

The Town is firmly committed to maintaining a drug and alcohol-free work environment in order to ensure the safety and welfare of the general public and all Town employees and to establish, administer, and enforce substance abuse processes and procedures within the Town.

All candidates who have been extended a conditional offer of employment with the Town are subject to a criminal background check and are required to have a drug test administered prior to employment. Employees who hold positions that either require a CDL license or are designated as “safety-sensitive” shall also be subject to random drug testing once they are employed by the Town. Failure to cooperate with these testing procedures is grounds for denial of employment or disciplinary action up to and including termination as set forth by the Town’s [Drug and Alcohol Policy](#).

Section 19. Tobacco Use and Vaping

Smoking, the use of a vapor product (i.e., “vaping”), and other uses of tobacco products by employees is prohibited in Town buildings, on Town property (owned, leased, or otherwise under Town control) within fifty feet of any building entrance, and in Town vehicles. Use of these items is only permitted in accordance with these guidelines and only by an employee who is on a break. Employees are responsible for discarding of their refuse properly and shall not litter on Town grounds.

The term "smoking" includes the use or possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product. The term “tobacco product” includes a cigarette, cigar, or any other product that contains tobacco and is intended for inhalation or oral use. The term “vapor product” includes any nonlighted, noncombustible product that employs a mechanical heating element, battery, or electronic circuit regardless of shape or size and that can be used to produce vapor from nicotine in a solution. The term includes any vapor cartridge or other container of nicotine in a solution or other form that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device.

Revised 7/1/2023

Section 20. Appropriate Dress and Use of Town Logo

Employees shall represent the Town in a professional manner at all times and dress appropriately for conducting such business. This policy includes both dress and the

appropriate usage of the Town Logo/Seal for electronic communications as expressed in the IT Security Policy:

“The Town of Morrisville seal, logo, the domain name “townofmorrisville.org” and “morrisvillenc.gov,” and certain custom artwork are property of the Town of Morrisville. The use of these properties shall be for the conducting of official Town business only.”

The same professional standards of behavior also apply when wearing ~~the~~ Town Logo/Seal marked clothing after work hours.

Departments have authority to use discretion to determine what constitutes appropriate dress for the department. Supervisors shall advise employees of the appropriate dress or uniform for certain positions as well as items of clothing or shoes that are prohibited if they present a safety hazard, if they do not promote a professional image or, following consultation with Human Resources, may be determined to be offensive to members of the public.

All employees are expected to be neat, clean, and appropriately dressed according to the following guidelines:

1. If issued, identification badges should be worn at all times during the work shift.
2. All clothes should be clean and of proper fit. If uniforms are required, they must be of the established color and style specified for the department.
3. Clothing that in any way advertises or promotes businesses or brands is prohibited, so as not to appear to endorse any product or service.
4. Hair must be secured so that it does not interfere with job performance or pose a safety threat.
5. Any tattoo, body piercing, etc., that is visible and presents a safety hazard, or may be determined to be offensive to members of the public, as determined by the respective Department Head in consultation with Human Resources, must be completely covered at all times.
6. Safety toed shoes and boots may be required in specific departments.

Exceptions to this policy due to religious or medical needs will be reviewed by the Department Head and Human Resources. Additional information may be required from an employee to properly assess medical and religious accommodation requests and business and safety needs.

Revised 7/1/2023

ARTICLE VI. EMPLOYEE BENEFITS

Section 1. Eligibility

All full-time, regular employees of the Town are eligible for employee benefits as provided for in this Article and such benefits are subject to change at the Town's discretion. See Human Resources regarding specific eligibility requirements and cost.

Thirty-hour, regular employees are eligible for medical benefits, Local Government Employees' Retirement System, Town sponsored 401k plan, long-term disability, Employee Assistance Program (EAP), pro-rated sick and vacation leave, and pro-rated holiday pay.

Part-time employees in positions classified as regular who are scheduled to work more than 1000 hours per year are eligible for holiday pay and vacation and sick leave accruals on a pro-rated basis. In addition, they are also eligible to participate in the Local Government Employees' Retirement System.

Generally, temporary positions are not entitled to Town benefits; however, positions meeting certain hours thresholds will be entitled to medical insurance benefits to the extent required by law.

Revised 7/1/2023

Section 2. Group Medical and Dental Insurance

The Town provides group medical and dental insurance programs for full-time regular, applicable part-time employees who meet the minimum hours requirements, and Council members. Information concerning coverage, costs, and benefits shall be available to all employees through the Human Resources Department.

Covered employees and/or dependents who separate from the Town's group medical policy will have the opportunity for a temporary extension of their health insurance in accordance with the provision of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Section 3. Life and Long-Term Disability Insurance

The Town provides paid life and long-term disability insurance to its full-time employees. Employees working in a regular, 30-hour authorized position are eligible for long-term disability insurance. Information on eligibility, costs, coverage, and benefits are available from the Human Resources Department.

Revised 4/27/2021

Section 4. Other Optional Group Insurance Plans

The Town may make other group insurance plans available to employees upon authorization of the Town Manager.

Section 5. Retirement

The Town contributes a specified percentage to the Local Government Employees' Retirement System (LERS) as approved every fiscal year and requires that the employee contribute 6% of gross salary to the plan. Participation begins on the first day of employment. Contact Human Resources for the current Town contribution percentage.

After one year of membership service as an LERS contributing member, active employees are covered by a death benefit equal to the highest consecutive 12 months of salary (during the prior 24-month period prior to death) up to \$50,000 (minimum of \$25,000).

Revised 7/1/2023

Section 6. Supplemental Retirement Benefits

The Town allows all regular full-time and certain regular, part-time employees meeting certain minimum work hour thresholds to defer a portion of their income before taxes into a tax deferred plan.

The Town is required by state law to provide a minimum contribution of 5% to a 401K plan for active law enforcement personnel and a monthly separation allowance to retired law enforcement officers as required by the General Statutes.

The Town also provides a contribution, as approved by the Town Council, to a 401K plan for all regular, full-time, and part-time employees meeting certain minimum hour thresholds. Contact the Human Resources Department for the current percentage contribution and the minimum required hours for eligibility.

Section 7. Employee Recognition Years of Town Service Recognition

~~Regular, full-time~~ Employees are recognized for their ~~full-time~~ years of service to the Town of Morrisville as they reach each five-year milestone. Recognized service with the Town includes all periods of ~~full-time, regular~~ employment and may also include nonconsecutive employment timeframes (i.e., rehired employees) ~~and periods of regular 30-hour employment, as applicable during the full-time employee's tenure.~~ Approved leaves of absence, such as Military and Family Medical Leave, are not deducted from the length of service.

Active employees meeting the eligibility requirements shall be recognized during an annual service recognition ceremony.

Retiree Recognition

Employees retiring from the Town of Morrisville may be recognized through a small reception/gathering for which the Town will provide light refreshments (cake and ice cream, for example). The Town also provides a memento recognizing the employee's service. Departments may also consider expanded retirement recognition including lunches, dinners, gifts, or similar activities at their own expense (not using Town funds).

The employee may also be recognized at a Town Council meeting.

Revised 7/1/2023

Section 8. Employee Assistance Program (EAP)

The Town's Human Resources Department administers an Employee Assistance Program which is designed to assist in the identification and resolution of concerns or problems, which may adversely affect an employee's personal or professional well-being or job performance. Personal concerns which may be addressed include but are not limited to: health, marital status, family, financial, substance abuse, emotional/stress, legal questions, compulsive gambling, workplace effectiveness, coping with grief and loss, as well as other personal matters.

Problem assessment services are designed to be confidential, appropriate, and timely. Appropriate steps shall be taken to ensure confidentiality of records for employees admitted to the program. EAP also provides expert referral services for appropriate diagnosis, treatment, and follow-up with:

1. Qualified referrals to experienced counselors (for up to three consultations).
2. Referrals for child or elder care services.
3. Legal advice, including free consultations and discounted legal services.
4. Financial counseling for assistance with debt management and budget planning, and
5. Referrals to support groups (Alcoholics Anonymous, Overeaters Anonymous, Gamblers Anonymous, and others).

Confidential EAP services are offered to employees and covered family members.

Employee Referrals

The Town's Human Resource Department will provide training to designated supervisory personnel on EAP Program Services, the supervisor's role and responsibility, and

identification of employee behaviors which would indicate the existence of employee concerns, problems and or issues that could impact employee job performance and/or overall well-being. Supervisors, with Human Resources review and coordination, may request to initiate an employee directed referral for EAP services under certain conditions. Additional information may be obtained from Human Resources.

Revised 4/27/2021

Section 9. Workers' Compensation

All employees of the Town are covered by the North Carolina Workers' Compensation Act. For more information, please refer to the Workers Compensation Policy provided by the Safety and Risk Manager.

Section 10. Unemployment Compensation

Town employees are covered by unemployment insurance. Town employees who are terminated due to a reduction in force or released from Town service may apply for benefits through the local Division of Employment Security office, where a determination of eligibility will be made.

Section 11. Professional Development

All employees who wish to further their education are encouraged to do so. The Town will determine what classes, certifications, continuing education, etc. The Town will pay for. Funds for professional development must be approved and budgeted for annually. Courses, which may not be required, but are felt to be beneficial to the Town and its employees, may be approved, but are reviewed on an individual basis by the Department Head or above, as applicable. The Department Head will also review each situation to determine if such courses will be paid for by the Town, by the employee, or shared by both. The Department Head/Senior Manager will determine whether absence from work as a result of these courses can be justified at the particular time.

Section 12. Education Assistance/Tuition Reimbursement

It is the policy of the Town of Morrisville to provide educational opportunities to eligible employees who desire to further their education in a career field that would benefit the Town and to increase their ability and knowledge to pursue promotional opportunities subject to available funds and budget availability. Employees interested in pursuing a degree for both on-site and online programs of study from an accredited university, community college, professional organization, or certification program shall submit an application form annually for Town approval. Priority will be given to employees in a degree program for which approval has been given in the prior budget year (assuming the employee continues to meet all policy requirements).

The Town of Morrisville will reimburse employees who have completed an approved course with a grade of 'B' or better. Only tuition costs are eligible for reimbursement and may be payable to the employee upon budget availability and receipt of documentation from the educational institution. The amount of the tuition reimbursement will be determined based on the number of applicants enrolled annually and budget availability and at a maximum flat rate set annually. Books and additional fees are not eligible for reimbursement. A Tuition Reimbursement Request Form must be submitted and approved for each class, up to two per fiscal year. The Town does not provide tuition reimbursement for courses in pursuit of a doctorate degree. The requests will be reviewed to ensure the criteria have been met.

Employees are expected to pursue coursework outside regular work hours whenever possible; however, if a particular course is only available during scheduled work hours the Department Head is permitted to provide flexible scheduling and the approval of accrued leave usage as possible.

All full-time regular employees who have successfully completed the Town's Introductory Period are eligible to receive this benefit. Eligible employees must be employed continuously for the entire academic session in order to qualify for reimbursement. Employees are required to continue Town employment for one year from the date of the tuition reimbursement. Employees separating from Town employment prior to one year from reimbursement must repay the Town the total amount of the reimbursement(s) received for the year calculated by counting backwards one year from the last day of work. Tuition reimbursement monies owed to the Town may be deducted from any compensation received upon the employee's separation from employment as indicated on the employee's signed Tuition Reimbursement application form.

Employees receiving additional reimbursements for coursework from sources outside the Town may not receive total reimbursements in excess of 100 percent of the total tuition cost. It is the employee's responsibility to notify the Town of any additional reimbursements received or pending when requesting reimbursement from the Town.

Revised 7/1/2023

Section 13. Other-Miscellaneous

Town employees may be offered additional benefits from companies due to their employment status with a local government employer. Examples may include discounted memberships or rates, free passes, complementary meals, etc. These opportunities will be communicated, and employees may voluntarily elect to participate.

Section 14. Pre-Tax (Section 125) Benefits

The Town offers pre-tax deductions for benefits premiums, dependent care, flexible medical spending accounts, and certain voluntary benefits. Specific information on these plans is available from the Human Resources Department.

Section 15. Town Facility and Program Benefits

The Town offers Full-Time and regular, Part-time (20 hour and 30 hour) employees and their immediate family members a free family (partner and dependent children up to age 23) membership to the Aquatics & Fitness Center. They are also eligible to pay the resident rate for fee-based programs and classes and facility rentals operated by the Parks, Recreation, and Cultural Resources Department. Town of Morrisville retirees and their partners are eligible for free membership to the Aquatics & Fitness Center. Refer to the department's Fees and Charges policy for further details on eligibility and any exclusions.

Temporary employees that are also Morrisville residents are eligible for a free individual membership to the Aquatics and Fitness Center during their employment.

Any fees and charges will be paid at the rate(s) in effect at that time.

Revised 7/1/2023

Section 16. Cell Phone and Cell Phone Stipend

Many Town job functions require employees to be available and in communication with Town personnel and/or others when they are away from their office and/or after their normal duty hours. These factors make it advantageous for certain employees to obtain and use cell phone service for work purposes.

If authorized, it is at the discretion of the employee to determine whether they prefer to have a cell phone issued or to have a monthly stipend at the current rate approved by the Town Manager. If a stipend is selected, that stipend is only to defray the cost of cellular service. The employee remains responsible for any other equipment-related costs, to include the repair or replacement of their cell phone. The stipend shall be made in arrears in the month following the cell phone service month. If a stipend is paid to an employee, any use of the cell phone for texting or other communication for Town business will be subject to a public records request. The employee's cell phone number will be listed in the Town's phone directory unless a legal exemption exists.

Contact Human Resources or refer to the Cell Phone Procedure for more information on this program.

ARTICLE VII. HOLIDAYS AND LEAVES OF ABSENCE

Section 1. Policy

The policy of the Town is to provide vacation leave, sick leave, holiday leave, and other leaves of absence, as described below, to all full-time and part-time employees in a regular position with the Town. Employees must exhaust all eligible accrued paid leave and/or comp-time/paid time-off before going on an unpaid status except in circumstances where an employee is receiving disability payments or is on a military leave of absence.

Revised 4/27/2021

Section 2. Holidays

Regular employees will be compensated for observed holidays at their regular rate of pay (See below for a list of observed holidays).

Observed Holidays

The policy of the Town is to follow the holiday schedule listed below: Each holiday is equivalent to eight hours per holiday for regular, 40-hour schedule employees; six hours per holiday for regular, 30-hour schedule employees; and four hours per holiday for regular, 20-hour schedule employees.

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Veteran's Day
Good Friday	Thanksgiving Day and day after Thanksgiving
Memorial Day	Winter Holiday - three days (determined each year)
Independence Day	

Observed holidays that occur during vacation, sick or other paid leave periods for regular employees shall not be considered or counted as vacation, sick, or other leave.

The holiday schedule will be determined annually.

Floating Holidays

Employees will also be entitled to receive two (2) additional floating holidays based upon employment classification. Employees hired 7/1 or later will receive one (1) floating holiday for the calendar year in which they were hired. Each floating holiday is equivalent to the following:

- 8 hours for employees working a 40-hour schedule
- 6 hours for employees working a 30-hour schedule
- 4 hours for employees working a 20-hour schedule
- 12.2 hours for Police shift personnel
- 24 hours for Fire shift personnel

Requests should be submitted to the Department Head with at least 30-day notice. Floating holidays may be used in hourly increments or as a full day. Floating holidays expire at the end of each calendar year if not used.

Public Safety Holidays

Law Enforcement Officers who ~~work are assigned to~~ a shift schedule ~~are required to work on~~ will receive eight hours of holiday pay on their designated holiday shifts. They will receive pay at straight time for the regular 12.2 hours worked in addition to eight hours for their designated holiday giving them a total of 20.2 hours. (See designated holiday schedule for Police)

Firefighters who ~~work are assigned to~~ a shift schedule ~~are required to work on~~ will receive twelve hours of holiday pay on their designated holiday shifts. They will receive pay at straight time for the regular 24 hours worked in addition to 12 hours for their designated holiday giving them a total of 36 hours. (See designated holiday schedule for Fire)

Law Enforcement and Firefighters on shift schedule are required to use vacation or sick leave to be compensated for any regularly scheduled hours not worked on their designated holiday (see Article VII, section 3).

Revised 7/1/2023

Section 3. Holidays: Compensation When Work is Required

Note: Law Enforcement and Fire shift personnel are excluded from this policy.

Non-exempt employees required to perform work on regularly scheduled holidays (see Article VII, section 2) shall receive regular pay for those hours worked (in addition to their holiday pay). If those hours, combined with the other physically worked hours of that week, exceed the FLSA established limit (usually 40 hours in the seven-day work period), the employee shall be compensated in either time or pay at the appropriate overtime rate. See Article III section 12 for more information on overtime provision for general employees.

Work performed by non-exempt employees covered by the Town's special events policy will be paid in accordance with that policy.

~~Fire and Police shift workers are required to work their designated holidays. If their particular designated holiday is not physically worked, they are required to use vacation or sick leave in order to receive compensation for that day.~~

Revised 7/1/2023

Section 4. Vacation Leave

Vacation leave is intended to be used for rest and relaxation and may be used for medical

appointments or sickness. In the event an employee is not entitled to paid leave that employee will be granted up to four hours of unpaid leave so the employee may attend school event(s). Employees may also donate certain amounts of vacation leave to other employees that have extremely serious and prolonged medical conditions. Provisions for this use are outlined in Section 15 of this Article.

Section 5. Vacation Leave: Accrual Rate

All eligible employees will accrue vacation pay in accordance with the schedule below.

Vacation Leave Accrual Rate (Bi-monthly)

Years of Service	0 to 2 Years	2 to 5 Years	5 to 10 Years	10 to 15 Years	15 to 20 Years	20 Years or more
General Employees	4 Hrs.	4.665 Hrs.	5.665 Hrs.	6.665 Hrs.	7.665 Hrs.	8.665 Hrs.
Police Shifts	4.2 Hrs.	4.9 Hrs.	5.95 Hrs.	7 Hrs.	8.05 HR	9.1 Hrs.
Fire Shifts	6 Hrs.	7 Hrs.	8.5 Hrs.	10 Hrs.	11.5 Hrs.	13 Hrs.
Regular, Part-Time 30 hours/week	3 Hrs.	3.495 Hrs.	4.25 Hrs.	5 Hrs.	5.755 Hrs.	6.495 Hrs.
Regular, Part-Time 20 hours/week	2 Hrs.	2.335 Hrs.	2.835 Hrs.	3.335 Hrs.	3.835 Hrs.	4.335 Hrs.

Vacation leave accrual rates are based on creditable years of service with the Local Government Employees Retirement System (LGERS) and the Teachers and State Employees Retirement System (TSERS) ~~Town of Morrisville~~ and balances cannot be transferred from other municipalities. Only active service is considered eligible to determine the accrual rate. Withdrawn and/or purchased service are not eligible when determining the accrual rate. The ORBIT Reporting system will be used to determine an employee’s creditable years of service when determining the accrual rate. The Town Manager may consider exceptions to the accrual policy for recruitment purposes.

Accruals occur twice a month. Employees may only use the hours that are accrued in their vacation leave bank when entering their time.

Employees must exhaust all accrued eligible paid leave and/or comp-time before going on an unpaid status except in circumstances where an employee is receiving disability payments or is on a military leave of absence. Once an employee has exhausted all eligible paid leave, they will cease to earn accruals until they are back actively at work unless on approved Family Medical Leave. Any leave accrued during a leave of absence will be deducted prior to any shared leave.

Revised 7/1/2023

Section 6. Vacation Leave: Maximum Accumulation

Vacation leave may accumulate with no maximum during the calendar year. At the end of the calendar year, a maximum number of hours may roll over to the following calendar year

according to the following schedule:

1. Maximum of 240 hours for regular, full-time employees,
2. Maximum of 180 hours for regular, 30-hour ~~schedule~~ employees.
- ~~3.~~ Maximum of 120 hours for regular, 20- hour employeeschedule.
- ~~4.~~ Maximum of 360 hours ~~F~~for Firefighters working a shift schedule, and no more than 360 hours may be transferred into a new calendar year.
- ~~5.~~ Maximum of 252 hours ~~F~~for Law Enforcement Officers working a shift schedule, no more than 252 hours may be transferred into a new calendar year.

At the end of each calendar year, any vacation accrual in excess of the maximum shall be transferred to the employee's sick leave account. The maximum amount of accrued vacation leave paid out when separated is as follows:

1. 240 hours for regular, full-time employees,
2. 180 hours for regular, 30-hour employeeschedule,
3. 120 hours for regular, 20-hour employeeschedule,
- ~~4.~~ 360 hours for ~~shift F~~Firefighters working a shift schedule, and
- ~~5.~~ 252 for ~~L~~aw ~~e~~Enforcement Officers working a shift schedule.officers

Upon separation, any vacation accrued above the maximum amounts is transferred to the employee's sick leave balance.

Refer to Section 9 of this Article regarding the requirements for the payment of accrued vacation upon separation from Town employment.

Revised 7/1/2023

Section 7. Vacation Leave: Manner of Taking

Vacation leave may be taken as earned by the employee but is subject to the approval of the Department Head and may be disapproved depending on the needs of the department. Vacation leave that is taken will be rounded up to the nearest one-quarter hour increment.

When foreseeable, all vacation requests shall be submitted to the Department Head with at least 30-day notice.

Revised 7/1/2023

Section 8. Vacation Leave: Payment Upon Separation

Except as set forth below, an employee who has successfully completed the Introductory Period will normally be paid for accumulated vacation leave upon separation, provided notice is given to the supervisor in accordance with Article VIII, Section 2 Resignation. Failure to provide or work the minimum notice shall result in forfeiture of payment for accumulated vacation leave, except in instances where an employee must use sick leave, in accordance with Article VII, section 11, in which case a doctor's note must be submitted in order to receive pay out for vacation.

Any other requests to receive vacation pay out without minimum notice must be presented in writing to the Department Head. A committee consisting of the Human Resources staff and Senior Management will review the request. The committee will take into consideration the following: whether or not the employee had control over the length of notice they could give (i.e.: family emergency or some other unforeseen circumstance); whether the employee received any disciplinary action within the last few months; any other outstanding factors that could have influenced the employee's decision to leave on short notice. The committee will also consider past situations where exceptions to vacation pay out has been granted or denied ensuring fairness and consistency. The notice requirement may also be waived by the Committee when deemed to be in the best interest of the Town.

Employees who are involuntarily separated will not be paid out their accumulated vacation leave.

Employees who have not successfully completed the Introductory Period who voluntarily or involuntarily separate from the Town or provide notice of separation prior to completion of the Introductory Period will not receive payment for accumulated vacation leave.

The maximum amount of vacation leave to be paid out at separation is as follows:

1. 240 hours for regular, full-time employees.
2. 180 hours for regular, 30-hour ~~employeeschedule,~~
3. 120 hours for regular, 20-hour ~~employeeschedule,~~
4. 360 hours for ~~shift f~~Firefighters ~~working a shift schedule, and~~
5. 252 hours for ~~L~~aw ~~-e~~Enforcement ~~shift o~~Officers ~~working a shift schedule.~~

Based on the time of separation, any vacation leave owed the Town shall be deducted from the employee's final pay. Upon separation, any accrued leave above the maximums will be transferred to the employee's sick leave balance.

Revised 7/1/2023

Section 9. Vacation Leave: Payment Upon Death

The estate of an employee who dies while employed by the Town shall be entitled to payment of all the accumulated vacation leave credited to the employee’s account not to exceed the maximums established in Section 9 of this Article.

Section 10. Sick Leave

Sick leave with pay is not a right that an employee may demand, but a privilege granted for the benefit of an employee when sick.

Sick leave may be granted to an employee absent from work for any of the following reasons: sickness, bodily injury, required physical or dental examination or treatment, or exposure to a contagious disease, when continuing work might jeopardize the health of others.

Sick leave may be used when an employee must care for a member of their immediate family who is ill but may not be used to care for healthy children when the regular caregiver is sick.

“Immediate family” shall be defined as spouse, parent, guardian, children, sibling, grandparents, grandchildren plus the various combination of half, step, in-law, and adopted relationship that can be derived from those named. The definition also includes individuals living in the same household who share a relationship comparable to immediate family members.

| Sick leave runs concurrently with other types of leave including Family Medical Leave. Sick leave may also be used to supplement Workers’ Compensation Disability Leave both during the waiting period before Workers’ Compensation benefits begin, and afterward to supplement the remaining salary, except that employees may not exceed their regular salary amount using this provision.

| In accordance with the department’s guidelines, employees are expected to notify the supervisor of the need to take sick leave, but notice shall be no later than the beginning of the scheduled workday. If the employee is unable, then the employee is expected to ask someone to notify the supervisor on the employee’s behalf. Emergency situations will be reviewed on a case-by-case basis. Failure to notify the supervisor appropriately may result in disciplinary action. Sick leave shall be taken by rounding up to the nearest one quarter of an hour.

| A new employee who has separated from another North Carolina government agency can transfer sick leave from that agency to the Town. Written verification from the previous employer that verifies the sick leave balance must be submitted to the Human Resources Department. The Town currently accepts the full sick leave balance.

| Rehired employees who return to work for the Town may have their sick leave balance reinstated if they have not already transferred their balance to another government agency.

| Employees who separate from Town employment during the Introductory Period (either voluntarily or involuntarily) may only transfer sick leave from their previous employer less any hours used and are not permitted to transfer accumulated sick leave earned during Town

employment.

Revised 7/1/2023

Section 11. Sick Leave: Accrual Rate Accumulation

Employees accrue sick leave based on the following schedule:

1. ~~4 hours bi-monthly (12 days per year) for Regular, Full-time Employees; 4 hours bi-monthly (12 days per year)~~
 2. ~~3 hours bi-monthly for regular, Part-time 30-hour Employees (30-39 hours/week):~~
 3. Regular, Part-time Employees (20-29 hours/week): 2 hours bi-monthly
 4. Firefighters (on shift): 6 hours bi-monthly based on the 24-hour schedule.
 5. Police (on shift): 4.2 hours bi-monthly
- ~~Regular, Part-time Employees (30-39 hours/week): 3 hours bi-monthly Regular, Part-time Employees (20-29 hours/week): 2 hours bi-monthly~~

Accruals occur bi-monthly. Employees may only use the hours that currently show in their sick leave bank when entering their time.

Employees must exhaust all eligible accrued paid leave and/or comp-time before going on an unpaid status except in circumstances where an employee is receiving disability payments or is on a military leave of absence. Once an employee has exhausted all eligible paid leave, they will cease to earn accruals until they are back actively at work unless on approved Family Medical Leave. Any leave accrued during a leave of absence will be deducted prior to any shared leave.

Employees are not permitted to take accrued leave until it is earned. However, new employees will be permitted to take the equivalent of the amount of sick leave accrued over a five-month period (i.e.: 40 hours for general employees) during the first six months of employment when all leave accruals are exhausted. NOTE: the sick leave provided will be prorated by the amount of sick leave accrued during the period of employment so as not to exceed the amount accrued over a five-month period. The reason for taking leave must be in accordance with Article VII, Section 11 of the personnel policies. In this case, the employee's accrual bank will go into the "negative" and be reimbursed with future accruals. Should the employee separate from service before their accrual bank has balanced, then the Town will deduct the value of whatever sick leave is owed the Town from the employee's final pay.

Employees may not work from home when sick without prior supervisor approval.

Revised 7/1/2023

Section 12. Sick Leave: Medical Certification

The employee's supervisor and above in the management chain may require a doctor's note for any unscheduled absences due to illness or for absences due to illness lasting three or more days. In addition, the employee's supervisor and above in the management chain may require a physician's certificate stating the nature of the employee's capacity to resume duties as may be appropriate following use of sick leave or whenever the supervisor observes a "pattern of absenteeism." The employee may be required to submit to such medical examination or inquiry, as the Department Head deems appropriate. The Department Head shall be responsible for the application of this provision to the end that:

1. Employees shall not be on duty when they might endanger their health or the health of other employees; and
2. There will be no abuse of leave privileges.

Claiming sick leave under false pretense to obtain a day off with pay shall subject the employee to disciplinary action up to and including termination.

Section 13. Sick Leave: Payment Upon Separation

Sick leave is not payable upon employment separation.

Accumulated sick leave shall remain on record in the event the employee is rehired. The time must not have been transferred to another governmental agency.

If an employee is involuntarily terminated or terminates employment prior to completing the Introductory period (either voluntarily or involuntarily) accrued Town sick leave may not be transferred.

Section 14. Bereavement Leave

Employees are provided up to three (3) calendar days of Town provided bereavement leave each calendar year at full pay for bereavement and attending funeral services.

Two (2) additional days of employee's leave up to a total of five days of leave per occurrence may be used with prior approval of the Department Head and will be charged to the employee's accrued vacation leave, sick leave, compensatory time, Paid Time Off or leave without pay.

The maximum total leave (bereavement, sick, vacation, PTO, or compensatory time) permitted for bereavement purposes is five days for any one occurrence.

When not covered by the Town provided bereavement leave an employee may not exceed three days of sick leave for any one occurrence, except by special permission of the Department Head or above. With approval, the maximum sick leave permitted for bereavement purposes is five days for any one occurrence.

Effective 7/1/2023

Section 15. Leave for Parent Involvement in Schools

In accordance with North Carolina state law, an employee who is a parent, guardian, or individual acting in place of a parent of a school-aged child is allowed four (4) hours unpaid leave during each twelve (12) month period so that the employee may attend or otherwise be involved at that child's school. In lieu of taking unpaid leave, employees may use accrued compensatory, PTO or vacation leave in accordance with the applicable leave policy. Any leave under this section is subject to the following conditions:

1. The leave shall be at a mutually agreed upon time between the Town and the employee;
2. The employee must provide the employee's supervisor with a request for leave at least 48 hours before the time desired for the leave; and
3. The employee must provide, upon request of the Town, written verification from the child's school that the employee attended or was otherwise involved at that school during the time of the leave.

Revised 7/1/2023

Section 16. Shared Leave

In order to assist regular full and part-time employees who are not able to work as a result of a prolonged and serious health or mental condition, either due to the employee's or an immediate family member's condition and approved FMLA qualifying condition (refer to Article VII, Section 16), the Town has a Shared Leave program to allow other employees with eligible leave to donate hours toward another employee. The Town will use the FMLA definition of "serious health condition" as a guide to assist in determining which situations qualify for shared leave. Employees may request to utilize this benefit once per qualifying condition.

Requests for shared leave for non-FMLA related purposes may be made to the Town Manager. If approved, employees may only donate vacation leave.

PROCEDURES AND PROVISIONS Procedures and Provisions:

Requests for shared leave shall be made in writing to the Human Resources Department by the employee or a member of their immediate family for the employee's use. The Human Resources Department will review each request to ensure the criteria have been met and subsequently make the recommendation to the Town Manager for approval or disapproval on a case-by-case basis. The Human Resources Department will announce the need for donated leave and will request those wishing to donate leave to notify their office. All requests for donated leave and for donors giving leave must be in writing. The following provisions must apply:

1. Employees in regular status are eligible to donate vacation or sick leave (sick leave may only be donated for FMLA qualifying conditions). Compensatory and other PTO cannot be donated.
2. Donation of leave is permitted after the employee in need has exhausted all vacation and sick leave balances and any accumulated compensatory time or other PTO. The leave will be taken as needed, in order to prevent any excess leave being donated.
3. Employees donating leave must retain at least 40 hours of vacation and 40 hours of sick leave in their own accounts. Employees on shift schedules must maintain the appropriate number of hours that make up five days of sick and vacation time.
4. The employee must be in a full or part time regular status. The limitation and leave balance for regular part time employees is pro-rated.
5. Donors are kept confidential.
6. Use of this benefit is a privilege that presumes prudent and justifiable past use of earned leave benefits.

Revised 7/1/2023

Section 17. Leaves of Absence

A leave of absence (LOA) is defined as a paid or unpaid approved absence from work for a specified period of time for medical (FMLA), military or personal reasons. (See each LOA category below for a more complete definition of each type of leave of absence).

If an employee finds that they must be out of work for more than three consecutive workdays, they should contact the Human Resources Department to determine if a LOA may be necessary.

If a supervisor observes that an employee is out sick more than three consecutive days, the supervisor is to notify the Human Resources Department. If a supervisor is told by an employee that the employee will need to be out for an extended period of time for reasons other than a normal vacation, the supervisor is to notify Human Resources and instruct the employee to do the same.

The maximum amount of LOA time an employee is allowed to take in any combination of LOAs is 18 weeks in a 12-month time period measured backward from the date an employee begins a leave of absence (rolling period).

LOAs will start on the date of request or date of need; therefore, not after the exhaustion of paid time-off (PTO). Failure to return to work upon the expiration of LOA or refusing an offer of reinstatement for which the employee is qualified will also result in voluntary termination.

Employees must exhaust all accrued paid leave and/or comp-time or other PTO before going on an unpaid status except in circumstances where an employee is receiving disability payments or is on a military leave of absence. If receiving short or long-term disability payments, an employee may choose to supplement the disability payments with paid leave or

comp-time, not to exceed 100% of normal biweekly pay (for information on the use of paid-time off while receiving Workers' Compensation payments, please refer to the Workers Compensation Policy). Employees must use paid leave to cover the regularly scheduled work hours that the employee would have worked if not for the leave of absence. Once an employee has exhausted all paid leave, they will cease to earn accruals until they are back actively at work unless on approved Family Medical Leave. Any leave accrued during a leave of absence will be deducted prior to any shared leave. Employees, who are out of work under the provisions of the Family Medical Leave Act (FMLA), Workers' Compensation, ~~or~~ Personal Leave, or Administrative Leave are prohibited from engaging in any outside employment during the period of leave (requests for an exception will be reviewed and may be made on a case-by-case basis). Employees who work elsewhere while on leave, except military reserve duty, are considered to have quit voluntarily.

Required Documentation: All requests for a LOA must be made on a "Leave of Absence Request" form and submitted to the immediate supervisor (This form can be obtained from Human Resources and is also available on the intranet under "HR Policies, Procedures & Forms."). An employee must provide 30 days' advance notice when the need for the leave of absence is foreseeable; for instance, if medical treatments or other events are planned or known in advance. If the leave of absence is not foreseeable, the employee must provide notice to their immediate supervisor as soon as practicable.

Approval: Both the immediate supervisor and Human Resources will review the request. The immediate supervisor will notify the employee as to whether the request was approved, and Human Resources will provide notice if the leave is being designated as FMLA leave. A leave of absence will not be granted to allow an employee time off to seek employment elsewhere or to work for another employer. Employees who begin employment elsewhere while on LOA, except military reserve duty, are considered to have quit voluntarily.

Job Benefits: Benefits will be handled in accordance with State & Federal laws and vendor policies. For more information, contact Human Resources.

Types of Leave

Family Medical Leave (FMLA): On occasion, an employee finds it necessary to be out of work due to a personal illness or to care for a family member who has a serious health condition (as defined by the FMLA). For purposes of this policy, a family member is defined as an employee's spouse, children, and parents.

The Town ~~of Morrisville~~ complies with all requirements of the Family and Medical Leave Act of 1993 (FMLA). The FMLA provides up to 12 weeks of unpaid leave during a 12-month period for eligible employees to care for the employee's child after birth or placement for adoption or foster care, to care for the employee's spouse, child or parent who has a serious health condition, for a serious health condition that makes the employee unable to perform the employee's job, or for qualifying exigencies that arise from the employee's spouse, child or parent is on covered active duty or who has been notified of an impending call or order to covered active duty. An eligible employee who is the spouse, child parent, or next of kin of a covered service member who is recovering

from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member.

Physician certifications supporting the need for a LOA are required within 15 days of the date of request or, for birth of a child, after the next pre-natal doctor's visit. For an extension of a medical leave of absence, recertification is required. Recertification may also be required in other circumstances. "Certification of Health Care Provider" forms can be obtained from the Human Resources Department. (Medical certification is also required if the leave of absence is for the purpose of caring for a family member).

1. **Eligibility:** Employees who have at least 12 months of service and have worked at least 1,250 hours in the last consecutive 12 months are eligible. Employees who have questions concerning eligibility should contact the Human Resources Department.
2. **Job Protection and Returning to Work after a Medical LOA:** If an employee is on a leave of absence due to FMLA a Fit for Duty form is required if returning in a modified duty capacity or a Release to Full Duty note is required unless the employee was out to care for a family member or for birth of a child. Eligible employees will be returned to the same or equivalent position with equivalent pay, benefits, and other employment terms provided that medical documentation requirements have been met.

Military Leave: Appropriate military leaves of absence, benefits and reinstatements will be granted pursuant to state and federal law. Employees who are considering or who have been called to service in the uniformed services should contact Human Resources for further details and obligations regarding Military Leaves of Absence.

Personal Leave: The Town Manager may grant a personal leave of absence for unique or extraordinary reasons that may not apply to the other types of LOA provided that, as with all other types of LOA, the maximum amount of LOA time has not been used. The maximum amount of time that can be granted for a personal leave is six weeks in any 12-month period (calculated by using the rolling method). The decision to grant a personal LOA will be based on the business needs of the Town and the employee. Vacation requests that exceed 31 calendar days will be considered a personal leave of absence.

1. **Eligibility:** Employees who have successfully completed the Introductory Period unless exceptions were made at hiring.
2. **Job Protection and Returning to Work after a Personal LOA:** Upon the expiration of the leave, the employee may be returned to their former position if available. If the employee's position is not available, the employee may be offered another available position for which they are qualified. If no position is available when the employee is able to return to work, the employee will be terminated and may apply for the next available position.

Revised 7/1/2023

Section 18. Paid Parental Leave Purpose

The Town of Morrisville believes that strong families benefit both the local community and the workplace. The Town offers paid parental leave to enable an employee to care for and bond with a newborn or a child placed for adoption or foster care or legal guardianship within 12 months of the qualifying event. The Town provides up to six weeks of paid leave for regular, full-time and 30-hour employees meeting the eligibility requirements. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave.

Eligibility

Eligible employees must meet the following criteria at the time of the qualifying event:

1. Have been employed with the Town for at least 12 months; and
2. Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the qualifying event; and
3. Work in a regular, full-time or 30-hour position. Employees in any other position, such as regular, part-time, temporary positions as well as employees serving their Introductory Period, are not eligible for this benefit.

In addition, employees must meet one of the following criteria to request paid parental leave within 12 months of one of the qualifying events below:

1. Birth of a child of the employee; or
2. The legal placement of a child (under the age of 18) with the employee for adoption or foster care; or
3. A child (under the age of 18) for whom the employee permanently assumes and discharges parental responsibilities as a legal guardian.

Amount, Time Frame and Duration of Paid Parental Leave

1. Eligible employees will receive a maximum of six weeks of paid parental leave per birth, adoption, or placement of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the six-week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than six weeks of paid parental leave in a rolling, 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month timeframe.
2. In the case of both parents, and/or legal guardians employed by the Town of Morrisville, with each parent or legal guardian meeting the paid parental leave eligibility, the combined maximum amount of paid parental leave is a combined six weeks during the rolling, 12-month period.

3. Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay or equivalent weekly salary. Paid parental leave will be paid in accordance with the Town's bi-weekly payroll schedule on regularly scheduled pay dates.
4. Approved paid parental leave may be taken at any time during the rolling, 12-month period following the birth, adoption, or placement of a child with the employee. Paid parental leave may not be used or extended beyond this rolling, 12-month timeframe.
5. Employees may take paid parental leave in weekly increments or in one continuous six-week period of leave. Any unused paid parental leave will be forfeited at the end of the rolling, 12-month timeframe.
6. Upon termination of employment, the employee will not be paid for any unused paid parental leave for which they were eligible.
7. Employees separating from Town employment within one year of receiving paid parental leave will be required to reimburse the Town for any paid parental leave taken. The amount will be deducted from any vacation balance first, followed by any remaining sick leave towards the total amount owed. For any remaining parental leave due, the employee must pay the gross remaining amount either through payroll deduction or personal check.

Coordination with Other Town Policies and Benefits

1. Paid parental leave taken under this policy will run concurrently with leave under the FMLA and will be counted toward the 12 weeks of available FMLA leave per a rolling, 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave - whether paid or unpaid - granted to the employee under the FMLA exceed 12 weeks during the rolling, 12-month FMLA period. Refer to the FMLA Policy, under Article VII, Section 16, Leaves of Absence in the Personnel Policies for further guidance on the FMLA.
2. In the event of an employee who has given birth and is enrolled in voluntary short-term disability, they may use paid parental leave during the waiting period and short-term disability for the qualifying medical period for recovery after childbirth. Employees may request that any remaining paid parental leave will commence in weekly increments at the conclusion of any short-term disability leave/benefit up to the six-week maximum benefit. All leave will run concurrently with FMLA. Once short-term disability and paid parental leave are exhausted, employees may substitute accrued sick, vacation, or compensatory time for the balance of FMLA leave (if applicable). Upon exhaustion of accrued sick, vacation, and compensatory time, any remaining FMLA will be unpaid leave.
3. The Town will maintain all benefits for employees during the paid parental leave period in accordance with FMLA.
4. Holidays - Employees working a regular, 40-hour workweek - If a Town holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will be counted towards the six-week paid parental leave

maximum and will not extend the total paid parental leave entitlement.

5. Shift employees - If a Town holiday occurs while the employee is on paid parental leave, such day will be charged to paid parental leave.
6. If the employee is on paid parental leave when the Town Manager extends Administrative leave, such as due to inclement weather, that time will be recorded as paid parental leave. Administrative leave will not extend the paid parental leave entitlement.

Requests for Paid Parental Leave

1. The employee will complete a Leave of Absence Request form and submit this form to their supervisor at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible/practicable). The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.
2. As is the case with all Town policies, the Town has the exclusive right to interpret this policy.

Effective 7/1/2017

Revised 4/27/2021

Section 19. Military Leave

Military leave is designed for employees who are members of an Armed Forces Reserve organization or National Guard, or any other duty that falls within the uniformed service and is covered under the Uniformed Service Employment and Reemployment Rights Act (USERRA).

1. Military service is defined as any performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty, inactive duty training, full-time National Guard duty, a period for which an employee is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty, or a period for which an employee is absent from a position of employment for the purpose of performing funeral honors duty.
2. If the compensation received from the uniformed service agency while on military leave is less than the pay that would have been earned during the same period as a Town employee, the employee shall receive partial compensation equal to the difference in the base pay earned during this same period as a Town employee. The effect will be to maintain the employee's pay at the normal level during this period.
3. Receiving partial Town compensation for performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority will include active duty, active duty for training, initial active duty, inactive duty training, full-time National Guard duty, etc.
4. Employees may take annual leave or leave without pay or switch shifts with other employees to attend drill as may be approved by their supervisor/manager; however,

differential pay is not available for those using paid leave or switching shifts to cover absences.

~~2-5.~~ Appropriate claim form(s) provided by the payroll administrator shall be used to report eligible military duty and to make claim for Town partial compensation. While taking military leave the employee's leave credits and other benefits shall continue to accrue as if the employee physically remained with the Town during this period. Employees who are eligible for military leave have all job rights specified by the Uniformed Service Employment and Reemployment Act.

Health Benefits:

1. Health premiums for employees who are performing services in the uniformed services for less than 31 days will remain in effect.
2. Employees who are performing services in the uniformed services for 31 or more days may choose from the following two options:
 - a. Option One: The employee and their dependents may elect to continue health coverage and /or dental benefits through the Town of Morrisville's group policy at full cost to the employee for a period of up to 24 months. See Human Resources for more details.
 - b. Option Two: The employee may elect to cancel health and/or dental coverage through the Town of Morrisville, as coverage is provided to all military personnel and their families. Employee's health coverage will be reinstated with no waiting period when the employee returns to active employment with the Town.

Section 20. Reinstatement Following Military service

An active employee called to extended active duty with the United States military forces, who does not volunteer for service beyond the period for which called, shall be reinstated with full benefits provided the employee:

1. Has returned within five years of employment; and
2. Applies for reinstatement within 90 days after the release from military service; and
3. Is able to perform the duties of the former position or similar position; or
4. Is unable to perform the duties of the former position or a similar position due to disability sustained as a result of military service but is able to perform the duties of another position in the service of the Town. In this case the employee shall be employed in such other position as will provide the nearest approximation of the seniority, status, and pay which the employee otherwise would have been provided, if available.

Section 21. Civil Leave

A Town employee called for jury duty or as a court witness for the federal or state

governments, or a subdivision thereof, shall receive leave with pay for such duty during the required absence without charge to accumulated leave. The employee may keep fees and travel allowance received for jury or witness duty in addition to regular compensation; except, that employees must turn over to the Town any witness fees or travel allowance awarded by that court for court appearances in connection with official Town duties. While on civil leave, benefits and leave shall accrue as though on regular duty.

Section 22. Administrative Leave

The Town Manager, for purposes considered to be in the public interest, in cases of civil disturbances or in such other circumstances as good judgment and common practice would dictate may authorize administrative leave with or without pay.

Section 23. Leave and Inclement Weather

For the purpose of this section, “public safety employees” are defined as first responders in the Fire, Police, and Public Works Departments.

In the event of severe or inclement weather, the Town Manager may choose to:

1. Close Town offices to the public and non-~~essential-public safety~~ employees, and provide Administrative Leave, or
 2. Close Town offices to the public but allow non-~~essential-public safety~~ employees to report to work at their own discretion. In this instance, a “liberal leave” policy will apply, and non-~~essential-public safety~~ employees ~~may shall have the option to use:~~
 - a. ~~May w~~Work remotely with approval from Department Head (where applicable)
 - b. Make the time up within the workweek (with prior supervisor approval)
 - ~~a.c. Use Compensatory time, PTO or Vacation time~~
 - ~~b. Compensatory time~~
 - ~~e. Sick leave~~
 - ~~d. Make the time up within the workweek (with prior supervisor approval)~~
 - ~~e. May work remotely with approval from Department Head (where applicable)~~
- d. Sick leave shall only be used when vacation and comp-time or PTO balances have been exhausted.

If a non-exempt employee is unable to use one of the ~~four~~ options listed above, the employee may take leave without pay for the hours missed due to inclement weather. Exempt employees must use leave or make up the time if approved. Otherwise, the time will be deducted as leave without pay.

In the event that Town offices are open to employees during inclement weather, an employee who determines that, due to personal safety concerns, they are unable to report to work, is

required to notify their supervisor according to established department procedures.

Employees whose job function requires work due to a weather event or other emergency that results in Town offices being closed will be compensated with additional pay of \$250 for each workday/shift during the closure.

~~Flexible work arrangements during inclement weather may be approved by Department Heads on a case-by-case basis.~~

~~PLEASE NOTE: Emergency Response and Essential personnel (as defined in Article III, Section 15) are exempt from this policy.~~

Revised 7/1/2023

ARTICLE VIII. SEPARATION AND REINSTATEMENT

Section 1. Types of Separations

All separations of employees from positions in the service of the Town shall be designated as one of the following types: resignation, reduction in force, disability, voluntary retirement, involuntary termination, or death.

Section 2. Resignation

An employee may resign by submitting the resignation and the effective date in writing to the immediate supervisor as far in advance as possible. ~~(For retirements, refer to Article VIII Section 5).~~

1. In most instances, the minimum notice requirement is two weeks.
2. The minimum notice requirement for Department Heads or above is four weeks.
3. ~~For shift personnel, o~~ Once a two- or four-week notice has been given, the employee is required to physically work all scheduled days within the two weeks notice, with the exception that one Town recognized holiday may fall within the notice requirement and will not negatively impact the minimum notice requirement. ~~The two week or four week notice must be physically worked.~~
4. Failure to provide or work the minimum notice shall result in forfeiture of payment for accumulated vacation leave, except in instances where an employee must use sick leave, in accordance with Article VII, section 11, in which case a doctor's note must be submitted in order to receive pay out for vacation.

Any other requests to receive vacation pay out without ~~meeting providing the two-week required~~ notice ~~minimum~~ must be presented in writing to the Department Head (or the Senior Manager if coming from the Department Head). The Department Head or Senior Manager will then meet with a committee consisting of Human Resources staff and Senior Management to review the request. ~~For Department Heads and above the requirement is the same to provide a written request for vacation pay out when working fewer than four weeks.~~

1. The committee will take into consideration the following: whether or not the employee had control over the length of notice they could give (i.e.: family emergency or some other unforeseen circumstance); whether the employee received any recent disciplinary action; any other outstanding factors that could have influenced the employee's decision to leave on short notice.
2. The committee will also consider past situations where exceptions to vacation pay out has been granted or denied ensuring fairness and consistency. The notice requirement may also be waived by the committee when deemed to be in the best interest of the Town.

Three consecutive days of absence without an employee contacting their immediate supervisor or Department Head is considered to be a voluntary resignation.

If an employee resigns with less than the required notice, the employee will forfeit their eligibility for re-hire. In circumstances where separation without the required notice could not be foreseen, it will be up to the Department Head to recommend whether or not that employee will be eligible for re-hire. In cases of a Department Head or above, the Town Manager will make the final decision as to eligibility for re-hire.

This policy applies to regular, full time and regular, part-time 30-hour and 20-hour schedule employees.

Revised 4/27/2021

Section 3. Reduction in Force

In the event that a reduction in force becomes necessary a written plan will be developed and consideration shall be given to the quality of each employee's performance, organization needs, and seniority in determining those employees to be retained. Regular employees shall not be separated while there are temporary or probationary employees serving in the same class in the department, unless regular employees are not willing to transfer to positions held by the temporary or probationary employees.

Section 4. Disability

An employee who cannot satisfactorily perform the essential duties of their job because of a physical or mental impairment may be separated. Reasonable accommodation options will be explored upon request by the employee and with acceptable medical evidence provided to the Town, in accordance with applicable state or federal laws.

Section 5. Voluntary Retirement and Pre-65 Retiree Medical Coverage

An employee who meets the conditions set forth under the provision of the North Carolina Local Government Employees' Retirement System (NCLGERS) may elect to retire and receive all benefits earned under the retirement plan.

An employee who has announced their retirement date must physically work the last two weeks of their employment with the Town. No use of paid leave, other than scheduled holiday leave (no floating holiday use), is allowed during those two weeks with the exception of sick leave with a doctor's note justifying the use of sick leave.

Pre-65 Retiree Medical Coverage

A full-time employee who retires directly from the Town with at least 15 consecutive years of Town full-time service may elect to continue on the Town's group health insurance plan if requested within 30 days of the retirement date.

The retiree may continue dependent coverage (and pay the full cost of this coverage) if enrolled in dependent coverage at the time of retirement. The Town will subsidize the cost of

the health insurance premiums for the retiree as follows:

1. 15 years of service: 50% subsidy - The retiree is responsible for any minimum required premium due, then the qualifying subsidy will be applied.
2. An additional 2.5% subsidy is added for every year up to a total of 35 years of consecutive Town service*.

~~An employee who resigns while in good standing may be reinstated to their former position with no loss of pay (i.e., same pay rate/salary), tenure and accrual rate if they return to employment within 60 days of their separation.~~ For an employee classified as a rehire (Article VIII Sec. 10) only the consecutive years of service from the last date of rehire shall be considered in calculating years of service for benefits related matters, such as eligibility for retiree medical insurance.

In the event that an employee sustains an on-the-job injury, as defined by the NC Workers' Compensation Act, which qualifies the employee for disability retirement under the provisions of the NC Local Governmental Employees Retirement System, said employee will be considered as qualifying for the retiree health coverage as long as the employee has a minimum of 15 years of continuous full-time Town of Morrisville service immediately preceding disability retirement.

1. Said employee will be given the retiree health coverage benefit upon application for disability retirement with the understanding that a determination by the Medical Review Board that the employee does not qualify for disability retirement under the provisions of the NC Local Governmental Employees Retirement System will cause the employee's coverage to be terminated immediately.
- ~~2.~~ Retiree benefits may still be available should the retiree be accepted for a regular service retirement immediately (i.e., no gaps in eligibility) and meet all other policy requirements including years of Town service.

All covered retiring employees will be required to report any other group medical coverage which they have at the time of retirement or which they may obtain subsequent to retirement so that benefits can be coordinated with the other insurance carrier. Any group coverage will be considered primary, and the Town of Morrisville coverage will be secondary. Failure to report other coverage will be considered justification for the Town to terminate retiree coverage.

All employees on the Pre-65 Retiree medical plan are required to report any address changes to Human Resources.

The last day of the month prior to which a retiree becomes entitled to Medicare, the retiree and any covered dependents will no longer be eligible for coverage under the Town's group health insurance and therefore would be offered COBRA continuation coverage. Should the retiree experience a COBRA qualifying event before the expiration of the retiree coverage period (i.e., the retiree dies, divorces, or the dependent child is no longer a dependent), the retiree's spouse and/or dependents that are on the plan at the time of the qualifying event will be offered continuation coverage through COBRA at their expense. An employee currently enrolled in Medicare and the Town's medical policy, prior to this policy effective date, is eligible to remain

on the Town's group health insurance policy to age 65 if all other eligibility requirements continue to be met.

Eligible retirees electing coverage under this policy become effective on the first of the month following retirement and have a maximum of 30 days from the retirement date to elect coverage.

No employee who is terminated involuntarily will be eligible for this benefit other than those qualifying under the on-the-job related disability situation listed above.

**Unused sick leave counted by the NCLGERS as creditable service time will count in determining total years of Town service. Unused sick leave that equates to 11 months and one hour will be rounded up to a full year.*

Revised 7/1/2023

Section 6. Law Enforcement Officers' Special Separation Allowance

The special separation allowance is available to qualified retiring law enforcement officers according to the conditions set forth in NC General Statute 143-166.41 and 143-166.42. To qualify for the payments of the special separation allowance, a retiring sworn law enforcement officer must:

Have 30 or more years of creditable service with the North Carolina Local Law Enforcement Officers Retirement System.

Or

1. Have attained 55 years of age with at least five years of creditable service; ~~and~~
2. Have at least five years of continuous service as a sworn law enforcement officer immediately preceding retirement; and
3. Have served at least 50% of the creditable service as a sworn law enforcement officer; and
4. Be under the age of 62.

The separation allowance recipient loses eligibility and payment will cease to the retired officer at the first of:

- ~~5.1.~~ The first day of re-employment in any position at the Town ~~of Morrisville~~, except in the interest of public safety where the retiree is working in a contract or temporary reserve officer basis or related capacity and the position does not require participating in the N.C. retirement system; or
- ~~6.2.~~ The first day of re-employment by a local governmental organization in a position which requires the retiree to participate in the N.C. retirement system; or
- ~~7.3.~~ The last day of the month in which the officer attains 62 years of age; or
- ~~8.4.~~ The death of the officer.

If the retired officer regains eligibility, the retired officer may request a reinstatement of the separation allowance as long as the retired officer continues to be eligible according to the conditions set forth in this policy. (For purposes of this policy this would include governmental bodies such as airport and water and sewer authorities-).

This policy is effective for all current retirees and law enforcement officers who retire following the date this policy is adopted.

Section 7. Death

Separation shall be effective as of the date of death. All compensation due shall be paid to the estate of the employee.

Section 8. Involuntary Termination

The Town of Morrisville reserves the right under employment-at-will to terminate any employee at any time. When feasible, employees will be given warning that they are in jeopardy of losing their jobs.

Involuntary terminations may occur as a result of lack of work, organizational restructuring, for unacceptable performance and/or personal conduct, or other reasons permitted by law.

Reasons for an involuntary termination may include but are not restricted to:

1. Misrepresentation on employment application;
2. Unexcused or chronic absenteeism or tardiness (~~Ex~~ceptions will be made for absences due to approved Family Medical Leave or due to approved disability accommodations);
3. Misconduct;
4. Theft;
5. Willful failure or refusal to carry out instruction or assignments (~~Hi~~nsubordination); and/or
6. Intentional, wrongful, and/or unlawful misconduct.

All involuntary terminations must be approved by the Town Manager, coordinated with Human Resources, and processed in accordance with the provisions outlined in this policy. Notwithstanding the foregoing, should a manager be present when serious misconduct occurs, they may immediately suspend the employee, pending an investigation and notification to Human Resources.

When practical, employees will be warned and counseled. However, failure to correct behavior or further violation of Town policy may result in additional disciplinary action, up to and including termination.

Vacation leave is forfeited and will not be paid out for employees who are involuntarily terminated. Special exceptions may be made at the discretion of the Town Manager. All other benefits will terminate according to the benefit policies in effect at the time of the separation.

Revised 4/27/2021

Section 9. Reinstatement

An employee who resigns while in good standing may be reinstated to their former position with no loss of pay (i.e., same pay rate/salary), tenure and accrual rate if they return to employment within 60 days of their separation. The employee will not be required to serve an Introductory Period. The required waiting period for medical and dental benefits will remain in effect.

An employee who is separated because of reduction in force may be reinstated within one year, upon recommendation of the supervisor and approval of the Town Manager. An employee who is reinstated in this manner shall be re-credited with their previously accrued sick leave.

An employee who returns to their former position outside of 60 days from separation will be considered a “rehire.” See Article VIII Section 10, Rehiring.

Revised 7/1/2023

Section 10. Rehiring

An employee who resigns while in good standing may be rehired with the approval of the Town Manager, and shall be regarded as a new employee, subject to all of the provisions of rules and regulations of this Manual. However, the employee shall be credited with their previously accrued sick leave if not transferred to another State or local government employer since employment with the Town*. If an employee is rehired within 60 days of separation, they may also be eligible to start back at the same accrual rate as when they separated. The employee shall not serve an Introductory Period.

Employees who return to work with the Town after 60 days of being separated will be recognized by the Town for their total years of service combined in regard to annual employee recognition. In calculating years of service for benefits related matters, such as accrual rates and eligibility for retiree medical insurance, only the consecutive years of service from the last date of rehire shall be considered.

*For FY2023 and going forward, this policy will be effective with balances on file as of 7/1/2023

Revised 7/1/2023

**ARTICLE IX. UNSATISFACTORY JOB PERFORMANCE
AND EMPLOYEE MISCONDUCT**

Section 12. Unsatisfactory Job Performance and Employee Conduct Defined

Unsatisfactory job performance includes any aspects of the employee's job, which are not performed as required to meet the standards set by the supervisor. Employees are also expected to conduct themselves in a professional manner and follow all Town policies and procedures at all times.

Examples of unsatisfactory job performance or conduct include, but are not limited to, the following:

1. Demonstrated inefficiency, negligence, or incompetence in the performance of duties.
2. Careless, negligent, or improper use of Town property or equipment.
3. Willful failure or refusal to carry out instructions or assignments from a supervisor (Insubordination).
4. Discourteous treatment of the public or other employees (including but not limited to:
 - a. Verbal threats, intimidation, or abuse.
 - b. Making malicious, false, and/or harmful statements about others (gossip, spreading rumors, etc.).
 - c. Physically harm or abuse.
 - d. Sabotaging the work of another.
 - e. Publicly disclosing another's private information.
5. Absence without approved leave.
6. Unreported absences.
7. Repeated absence from the work area without permission or without an excused reason or repeated failure to report to duty at the assigned time and place.
8. Failure to complete work within time frames established in work plan and at acceptable work standards.
9. Failure to meet work standards over a period of time.
10. Failure to call in to report duty status.
11. Any conduct, including conduct off the job, unbecoming of a Town employee which might interfere with the successful completion of job duties.
12. Violation of Town policies, Town Ordinances, or North Carolina General Statutes including (but not limited to):
 - a. Falsification of records (including for personal profit).
 - b. Fraud.

c. Theft.

13. Failure to supervise when included as a component of an employee's job duties.

14. Discrimination or harassment as described in Article V, Section 10.

15. Sexual harassment as described in Article V, Section 11.

Refer to Article V, Section 4 Conduct and Working Environment for additional examples of prohibited conduct.

Revised 4/27/2021

Section 12. Addressing Unsatisfactory Job Performance

Supervisors are to meet with their employees at the beginning of each evaluation cycle to establish and discuss goals and performance expectations. The supervisor is also required to meet with the employee at the midpoint of that year to discuss the employee's performance thus far and, if need be, any areas where improvements should be made. Supervisors are encouraged to address and document counseling sessions to discuss identified performance issues early to facilitate corrective action and improvement.

Counseling is an important part of improving employee performance and should be used in conjunction with remedial training, written warnings, suspensions, and demotions where appropriate. The following information should be clearly communicated to the employee during any counseling session:

1. The type of poor performance or employee misconduct;
2. How the employee can correct the poor performance or misconduct; and
3. What will occur if the performance or conduct is not improved.

~~An employee who is not satisfactorily completing the duties of their position may be placed on a Performance Improvement Plan (PIP), disciplinary suspension, demotion, or combination of these personnel actions or a recommendation for termination with the approval of the Town Manager.~~

~~Suspension of an exempt employee shall be in accordance with the Fair Labor Standards Act (FLSA) as applied to the surrounding facts of the situation.~~

~~Supervisors are to meet with their employees at the beginning of each evaluation cycle to establish and discuss goals and performance expectations. The supervisor is encouraged to meet with the employee at the midpoint of that year to discuss the employee's performance thus far and, if need be, any areas where improvements should be made. Supervisors are encouraged to address and document counseling sessions to discuss identified performance issues early to facilitate corrective action and improvement.~~

If, during the performance year, the supervisor determines that an employee's performance is below the minimum satisfactory standard for the position, corrective action shall be initiated to resolve the performance issue(s). Corrective action may include the following:

1. Counseling session(s);
2. Training or re-training; and/or
3. Clarification of expectations and responsibilities.

If the unsatisfactory performance continues, a Performance Improvement Plan (“PIP”) may be initiated, generally lasting no more than 90 days, with specific expected outcomes and dates for completion.

1. An employee on a PIP is not eligible for merit consideration while on the PIP.
2. If the employee meets at least the minimum satisfactory standard by the ~~deadline~~end of the PIP, the PIP ends, and the employee is expected to sustain this standard going forward. In this instance the employee’s merit will be prorated from when the PIP ends through the end of the performance year.
If, at any time, the employee’s performance once again drops below a satisfactory level while in the same position, another PIP will not be initiated, and an assessment will be made as to the recommended personnel action up to and including termination subject to review and approval by the Town Manager.
3. If the employee’s performance does not improve to at least a minimum satisfactory standard by the ~~deadline~~end of the PIP, the supervisor will initiate such disciplinary action as deemed necessary up to and including termination.

Imposition of Disciplinary Action

The purpose of a formal warning is to notify the employee of poor performance or misconduct (see Section 3). It is not required for an employee for an employee to be put on a PIP prior to the imposition of disciplinary action.

Generally, written warnings are defined as follows:

1. Level 1 Warning - An initial documented warning from the employee’s supervisor;
2. Level 2 Warning:
 - a. A warning for a repeated offense previously documented in a Level 1 Warning. OR
 - b. A higher level offense involving job performance and/or conduct; and
3. Level 3 Final Warning - A final written warning from a supervisor serving notice upon the employee that corrected performance must take place immediately in order to avoid further disciplinary action, up to and including ~~dismissal~~termination.

At a minimum, all warnings shall include the following information:

1. The type of poor performance;
2. What the employee can do to correct the poor performance; and
3. What will occur if the performance or conduct is not improved.

While the Town’s normal practice is for supervisors to begin with a Level 1 Warning and to proceed through all three warnings, extreme or unique circumstances can justify moving

immediately to a Level 2 or Level 3 warning. The Human Resources Department should be consulted in any such case.

A Level 2 or Level 3 Warning may be accompanied by a demotion to another position at a lower pay grade in the Department if such a position is available.

1. A demotion most typically occurs when imposing disciplinary action on a supervisor, but can be considered for other employees where a demotion position exists (and is available).
 2. Any recommendation for a demotion must be done in consultation with Human Resources staff.
 3. The Town Manager must approve any suspension or demotion.
1. A Written Warning may precede the PIP and a Final Written Warning may precede a recommendation for termination; however, it is not required.

If, at any time, the employee's performance once again drops below a satisfactory level while in the same position, another PIP will not be initiated, and an assessment will be made as to the recommended personnel action up to and including termination subject to review and approval by the Town Manager.

An employee who is not satisfactorily completing the duties of their position may be placed on a Performance Improvement Plan (PIP), disciplinary suspension, demotion, or combination of these personnel actions or a recommendation for termination with the approval of the Town Manager.

Employees on a PIP or have successfully met at least the minimum satisfactory standard to be removed from the PIP are not eligible to apply or promote to another position for six months or until they have met expectations on their next performance evaluation, whichever is greater.

Suspension of an exempt employee shall be in accordance with the Fair Labor Standards Act (FLSA) as applied to the surrounding facts of the situation.

In the event there is an issue with the performance of the Town Manager, it will be addressed by Town Council in collaboration with the Town Attorney and the Human Resources Director.

Revised 7/1/2023

Section 2. — Unsatisfactory Job Performance and Employee Conduct Defined

Unsatisfactory job performance includes any aspects of the employee's job, which are not performed as required to meet the standards set by the supervisor. Employees are also expected to conduct themselves in a professional manner and follow all Town policies and procedures at all times.

Examples of unsatisfactory job performance or conduct include, but are not limited to, the

following:

1. ~~Demonstrated inefficiency, negligence, or incompetence in the performance of duties.~~
2. ~~Careless, negligent, or improper use of Town property or equipment.~~
3. ~~Willful failure or refusal to carry out instruction or assignments (Insubordination).~~
4. ~~Discourteous treatment of the public or other employees.~~
5. ~~Absence without approved leave.~~
6. ~~Unreported absences.~~
7. ~~Repeated absence from the work area without permission or without an excused reason or repeated failure to report to duty at the assigned time and place.~~
8. ~~Failure to complete work within time frames established in work plan and at acceptable work standards.~~
9. ~~Failure to meet work standards over a period of time.~~
10. ~~Failure to call in to report duty status.~~
11. ~~Any conduct, including conduct off the job, unbecoming of a Town employee which might interfere with the successful completion of job duties.~~
12. ~~Violation of Town policies.~~

~~Refer to Article V, Section 4 Conduct and Working Environment for additional examples of prohibited conduct.~~

Revised 4/27/2021

Section 3. Disciplinary Actions for Inappropriate Personal Conduct

At all times, employees of the Town are required to conduct themselves in a professional manner. Conduct that results in policy or rule violations and/or causes disrespect and/or disruption to coworkers, supervisors, or the Town shall result in disciplinary action up to and including termination.

The Town will generally follow a three-step process (as described in section 2) where the employee will be given up to ~~two~~ three written formal notices of unacceptable conduct, with the third notice (Level 3 Final Written Warning) typically being the final step prior to ~~resulting in~~ termination.

1. It is up to the supervisor's discretion (in consultation with Human Resources as needed) as to whether an employee verbal warning will receive a Level One Warning, will precede the first written warning a Level Two Warning, or a Level Three Final Warning for inappropriate personal conduct.
2. An employee who engages in a single act of inappropriate personal conduct may be subject to termination from employment regardless of whether the employee has previously received a warning of any kind during their career with the Town.
3. With the approval of the Town Manager, an employee may also be placed on unpaid disciplinary suspension, may be demoted, or dismissed—may be terminated for misconduct. An employee who engages in a single act of inappropriate personal conduct is subject to termination from employment regardless of whether the

~~employee has previously received a warning of any kind during their career with the Town.~~

An employee who receives a Level Three ~~Final-Written~~ Warning for misconduct will be automatically ineligible for a merit increase for that performance year. A performance evaluation will be completed providing feedback regarding the employee's performance for the year; however, ratings will not be provided, and it will be noted that the employee is ineligible for merit pay due to a Level Three ~~Final-Written~~ Warning for inappropriate conduct. Additionally, the employee is not eligible to apply or promote to another position for six months or until they have met expectations on their next performance evaluation, whichever is greater.

Suspension of an exempt employee shall be in accordance with the Fair Labor Standards Act (FLSA) as applied to the surrounding facts of the situation.

~~For more information on expectations of conduct, including a list of some examples of inappropriate conduct, see Article V, Section 4 and Article IX, Section 2.~~

In the event of an allegation of inappropriate personal conduct by the Town Manager, the issue will be addressed by the Town Council in collaboration with the Town Attorney and the Human Resources Director.

Section 4. Non-Disciplinary Suspension

During the investigation, hearing, or trial of an employee on any civil or criminal charge, or during an investigation related to alleged employee misconduct if it be it in the best interest of the Town, the Department Head, with the approval of the Town Manager, may suspend the employee for the duration of the proceedings as a non-disciplinary action. In such cases, the Town Manager may:

1. Temporarily relieve the employee of all duties and responsibilities and place the employee on paid or unpaid leave for the duration of the suspension, or
2. Assign the employee new duties and responsibilities and allow the employee to receive such compensation as is in keeping with the new duties and responsibilities.

If the employee alleged to have committed misconduct is a Department Head or above, the Town Manager may suspend, relieve, or assign the employee in accordance with these same procedures.

If the employee is reinstated following the suspension such employee shall not lose any benefits to which the employee would have otherwise been entitled had the suspension not occurred. If the employee is terminated following suspension, the employee shall not be eligible for any pay from the date of suspension; provided, however, all other benefits with the exception of accrued annual leave and sick leave shall be maintained during the period of suspension.

ARTICLE X. GRIEVANCE PROCEDURE AND ADVERSE ACTION APPEAL

Section 1. Policy

It is the policy of the Town to provide a just and prompt procedure for the presentation, consideration, and disposition of employee grievances. The purpose of this article is to outline the procedure and assure all employees that a response to their complaints/grievances will be prompt and fair.

Section 2. Grievance Defined

A grievance is a claim or appeal by an employee based upon an event or condition, which affects the circumstances under which an employee works, allegedly caused by misinterpretation or unfair application of a policy, procedure, or practice.

Employees utilizing the grievance procedure shall not be subjected to retaliation or any form of harassment. Supervisors or other employees who violate this policy shall be subject to disciplinary action up to and including termination.

Section 3. Purpose of the Grievance Procedure

The purposes of the grievance procedure include, but are not limited to:

1. Providing employees with a procedure by which their grievances/complaints can be considered promptly, fairly, and without reprisal.
2. Encourage employees to express themselves about the conditions of work which affect them as employees.
3. Promoting better understanding of policies and practices which affect employees.
4. Increasing employees' confidence that personnel actions taken are in accordance with established, fair, and uniform policies and procedures.
5. Increasing the sense of responsibility exercised by supervisors in dealing with their employees.

Section 4. Procedure

When an employee, or group of employees, has a grievance, the following successive steps are to be taken unless otherwise provided. While every effort shall be made to expedite the process, time limits set forth may be extended by mutual consent or when unusual circumstances require an extension as determined by the Town Manager. The last step initiated by an employee shall be considered to be the step at which the grievance is resolved. A decision to rescind a disciplinary action must be approved by the Town Manager before the decision becomes effective. In accordance with Article VIII, Section 8, all involuntary terminations must be approved by the Town Manager; therefore, involuntary terminations are not eligible for appeal.

Human Resources is responsible for coordinating the grievance process. In all cases, when days are referenced in this policy it is according to the Town standard operating schedule of business days, Monday through Friday, 8am to 5pm.

Mechanical recording of all or part of any grievance meeting is prohibited. While all parties are entitled to seek legal advice, attorneys may not be present at administrative or investigative meetings related to the grievance without the consent of all parties. At each step, the individual responding to the grievance is encouraged to consult with any employee of the town, or others as appropriate, in order to reach a fair, impartial, and equitable resolution. Any employee consulted by the responding supervisor is required to cooperate to the fullest extent possible.

Informal Resolution. Prior to the submission of a formal grievance, it is encouraged that the employee, or group of employees, and supervisor should meet to discuss the problem and seek to resolve it informally. Either the employee or the supervisor may involve other management levels as a resource to help resolve the grievance. The meeting and its resolution shall be documented and signed by the employee.

Step 1. If no resolution to the grievance is reached informally or the employee wishes to pursue a formal grievance the employee shall present the grievance to the next level supervisor, in writing, within five business days of either the date of the informal resolution meeting or the personnel action that resulted in the grievance, as applicable. The formal written grievance must include the full basis for the employee's complaint, all information that supports the employee's position, and a statement outlining the requested outcome. If additional information comes to light during the course of the grievance, this information must be provided to Human Resources and may also require a re-analysis and review back to any prior grievance steps. At no time ~~should~~ shall information be intentionally withheld; it will not be added to the grievance later if this occurs.

The supervisor may review the employee's personnel file and work history in an effort to gain pertinent information to assist with a thorough and complete assessment.

The response from each level for each step in the formal grievance process shall be in writing and signed and dated by the supervisor and reviewed with the employee. In addition, the employee shall sign a copy to acknowledge receipt thereof. The responder at each step shall send copies of the grievance and response to Human Resources.

Step 2. If the grievance is not resolved to the satisfaction of the employee by the next level supervisor, the employee may appeal within five business days, in writing, to the next level of management (if applicable) who shall meet with the employee to discuss the grievance fully, meet with the supervisor to discuss the decision and any relevant facts from Step 1, and review the prior determination (in Step_1), before responding to the appeal. This step would be repeated for each subsequent level of supervision within the employee's organizational hierarchy.

Step 3. If the grievance is not resolved, the employee may appeal within five business days, in writing, to the Town Manager after receipt of the response from Step 2. The Town Manager shall respond to the appeal, may meet with the employee to discuss the grievance fully as well as the prior determination(s) and surrounding information, and will make a good faith effort to reach a decision within 30 calendar days. The Town Manager's decision is final.

Revised 7/1/2023

ARTICLE XI. PERSONNEL RECORDS AND REPORTS

Section 1. Public Information

The Human Resources Department maintains the official personnel file and records for all Town employees. In compliance with GS 160A-168, the following information with respect to each Town employee is a matter of public record:

1. Name.
2. Age.
3. Date of original employment or appointment to the service.
4. The terms of any contract by which the employee is employed whether written or oral, past, and current, to the extent that the city has the written contract or a record of the oral contract in its possession.
5. Current position.
6. Title.
7. Current salary.
8. Date and amount of each increase or decrease in salary with that municipality.
9. Date and type of each promotion, demotion, transfer, suspension, separation, or other change in position classification with that municipality.
10. Date and general description of the reasons for each promotion with that municipality.
11. Date and type of each dismissal, suspension, or demotion for disciplinary reasons taken by the municipality. If the disciplinary action was a dismissal, this includes a copy of the written notice of the final decision of the municipality setting forth the specific acts or omissions that are the basis of the dismissal.
12. The office to which the employee is currently assigned.

Any person may have access to this information for the purpose of inspection, examination, and copying during regular business hours, subject only to such rules and regulations for the safekeeping of public records as the Town may adopt.

Revised 4/27/2021

Section 2. Access to Confidential Records

All information contained in a Town employee's personnel file, other than the information mentioned above is confidential and shall be open to inspection only in the following instances:

1. The employee or their duly authorized agent may examine all portions of their personnel file except letters of reference solicited prior to employment, and information concerning a medical disability, mental or physical, that a prudent physician would not divulge to the patient.

2. A licensed physician designated in writing by the employee may examine the employee's medical record.
3. Town employees having supervisory authority over the employee may examine all materials in the employee's personnel file.
4. By order of a court of competent jurisdiction, any person may examine all material in the employee's personnel file.
5. An official of an agency of the State or Federal Government, or political subdivision for the State, may inspect any portion of a personnel file when such inspection is deemed by the Town Manager to be necessary and essential to the pursuit of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in an investigation of the employee's tax liability. The official having custody of the personnel records may release the name, address, and telephone number from a personnel file for the purpose of assisting in a criminal investigation.
6. An employee may sign a written release to be placed in their personnel file that permits the record custodian to provide, either in person, by telephone, or by mail, information specified in the release to prospective employers, educational institutions, or other persons specified in the release.
7. The Town Manager may inform any person of the employment, non-employment, promotion, demotion, suspension or other disciplinary action, reinstatement, transfer, or termination of a Town employee, and the reasons for that action. Before releasing that information, the Town Manager shall determine that the release is essential to maintaining the level and quality of Town services. The written determination shall be retained in the Town Manager's office, is a record for public inspection, and shall become a part of the employee's personnel file.

Due to confidentiality, some parts of the employee's personnel file (such as medical information, FMLA records, letters of reference, etc.) may be retained separately.

Section 3. Personnel Actions

The Town Manager or Human Resources Department will prescribe necessary forms and reports for all personnel actions. The Human Resources Department will retain records necessary for the proper administration of the personnel system and to meet applicable records retention requirements, including electronic records, as approved by the Department of Natural and Cultural Resources.

Revised 4/27/2021

Section 4. Records of Former Employees

The provisions for access to records apply to former employees as they apply to present employees.

Section 5. Remedies of Employees Objecting to Material in File

An employee who objects to material in their file may place a statement in the file relating to the material considered to be inaccurate or misleading. The employee may also apply to the Town Manager to request removal of such material in accordance with established grievance procedures.

Section 6. Penalties for Permitting Access to Confidential Records

Section 160A-168 of the General Statutes provides that a public official or employee who knowingly, willfully, and with malice permits any person to have access to information contained in a personnel file, except as is permitted by this section, is guilty of a Class 3 misdemeanor and upon conviction shall only be fined an amount not more than five hundred dollars (\$500.00).

Such a violation also constitutes a violation of Town policy and may result in disciplinary action up to and including termination.

Revised 7/1/2023

Section 7. Examining and/or Copying Confidential Material without Authorization

Section 160A-168 of the General Statutes of North Carolina provides that any person, not specifically authorized by this section to have access to a personnel file designated as confidential, who shall knowingly and willfully examine in its official filing place, remove or copy any portion of a confidential personnel file shall be guilty of a Class 3 misdemeanor and upon conviction shall only be fined in the discretion of the court but not in excess of five hundred dollars (\$500.00).

Such a violation also constitutes a violation of Town policy and may result in disciplinary action up to and including termination.

Revised 7/1/2023

Section 8. Destruction of Records Regulated

No person may destroy, sell, loan, or otherwise dispose of any public record without consent of the Department of Natural and Cultural Resources, except as provided in G.S. 130A-99. Whoever unlawfully removes a public record from the officer where it is usually kept, or alters, mutilates, or destroys it shall be guilty of a Class 3 misdemeanor and upon conviction only fined at the discretion of the court.

Such a violation also constitutes a violation of Town policy and may result in disciplinary action up to and including termination.

Revised 7/1/2023

ARTICLE XII. IMPLEMENTATION OF POLICIES

Section 1. Conflicting Policies Repealed

This Manual supersedes and replaces all previous Manuals and other statements of Town policies covered herein.

Section 2. Separability

If any provision of this Manual is held invalid, the remaining provisions and the application of such remaining provisions to persons or circumstances other than those held invalid will not be affected thereby.

Section 3. Amendments

The Town Council has the authority to amend, revise, or repeal all or any portion of this Manual from time to time as it sees fit.

Section 4. Effective Date

These policies shall become effective on June 1, 2007, with revision dates shown below. Historical copies of previous policies are maintained with the Human Resources department and are available for inspection and review.

Adopted this 26th day of March, 2007¹.

Revision dates were made April 22, 2008; May 27, 2008; January 27, 2009; August 25, 2009; May 24, 2011; November 26, 2013; March 28, 2017; April 1, 2020; April 27, 2021; July 1, 2023

Revised 7/1/2023



Morrisville

Live connected. Live well.

PERSONNEL POLICY MANUAL

Adopted May 23, 2023

Effective July 1, 2023

Welcome

Welcome to the Town of Morrisville! We are delighted that you have chosen to join our staff and hope that you will enjoy a long and successful career with us. Your active involvement, creativity, commitment, and support will help us to continue to achieve our goals. We believe that our employees are our greatest asset, and we are committed to providing them with the resources and support they need to succeed. We recognize and appreciate the contributions of each, and every employee and we strive to create a culture that fosters growth, innovation, and collaboration. The Town of Morrisville strives to meet its Mission, Vision, and Values by aligning policies to the Town's Strategic Plan. We look forward to learning more about you and what you'll bring to the Town of Morrisville!

Diversity, Equity, and Inclusion

The Town of Morrisville values and respects diversity. We are committed to the hiring and retention of a diverse workforce where individual talents, backgrounds, and experiences are welcomed, supported, and directly contribute to individual and team success. It is our mission to continue to review, develop, and provide policies and programs that actively promote an inclusive and desirable workplace for all employees. As an employee, your unique perspective and contributions are a vital part of our culture to actively promote a sense of openness, provide for greater understanding, and instill a sense of belonging for us all right from the start. During employee orientation, we will introduce some of the tools that promote a respectful and inclusive work culture.

Orientation

During employee orientation, you will review selected policies with a member of Human Resources. All personnel policies are available electronically on the Town intranet. It is your responsibility to independently review all personnel policies and sign an Employee Acknowledgement Form indicating that you will comply with all policy provisions. Do not hesitate to contact Human Resources with any questions regarding any rules, regulations, or policies set forth in this Manual. We are here to assist you.

We sincerely hope you will seek opportunities to enhance your career and strive to be an important part of the Town of Morrisville's success now and in the future. We look forward to a positive working relationship!

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ARTICLE I. GENERAL PROVISIONS

Section 1. Purpose

This policy manual (“Manual”) is designed to acquaint all employees with the Town of Morrisville (“Town”) rules and regulations, to provide guidance concerning employee pay and benefits, and to provide direction on employee growth opportunities and expected contributions from employees to preserve a healthy, positive work environment. Employees shall read, understand, and comply with all provisions of this Manual.

No Manual can anticipate every circumstance or answer every question that might arise in the employment relationship. Further, there may be situations where the need arises to revise, add, or cancel policies. Therefore, the Town reserves the right to add new policies, and to change or cancel existing policies at any time and/or may implement procedures in furtherance of existing policies. In addition, while these policies guide most personnel decisions, the Town Manager may determine a different action is necessary based on the specific circumstances of a particular situation. In addition, the Town Manager may recommend temporary policies for Council approval, as required, to ensure continuity of Town operations.

This Manual is not a contract, express or implied, guaranteeing employment for any specific duration. Employment by the Town of Morrisville is “at-will”. Although we hope that your employment relationship with us will be long term, either you or the Town may terminate the employment relationship at any time, for any reason, with or without cause or notice. Please also understand that no supervisor, manager, or other representative of the Town has the authority to make any verbal promises, commitments, or statements of any kind regarding the Town's policies, procedures, or any other issues that are legally binding on the Town.

Revised 7/1/2023

Section 2. Merit Principles

All appointments and personnel actions shall be made on the basis of merit except when organizational needs warrant other considerations. The Town Manager may make a placement decision or other personnel action that is determined to be in the best interest of the Town and/or Town operations. All positions requiring the performance of the same duties and fulfillment of the same responsibilities shall be assigned to the same class and salary grade

The Town provides equal employment opportunities to all employees and applicants for employment without regard to race, natural hair or hairstyles, ethnicity, creed, color, religious belief or non-belief, sex, pregnancy, sexual orientation, gender identity or expression, marital or familial status, national origin or ancestry, National Guard or veteran status, political affiliation, age, disability, genetic information, or other protected characteristic, in accordance with applicable federal, state and local laws.

Revised 7/1/2023

Section 3. Responsibilities of the Town Council

The Town Council shall be responsible for establishing and approving Town personnel policies and the position classification and pay plan. The Town Council may change the policies and benefits set forth in this Manual. The Council also shall make and confirm appointments when so specified by North Carolina General Statutes.

Section 4. Responsibilities of the Town Manager

The Town Manager shall be responsible to the Town Council for the administration and technical direction of the Human Resources program, including establishing and implementing operational guidelines and procedures in accordance with adopted personnel policies.

The Town Manager shall hire, appoint, suspend, and remove Town officers and employees except those elected by the people or whose appointment or hiring is otherwise provided for by law. The Town Manager shall make hiring decisions, appointments, terminations, and suspensions in accordance with procedures stated in other articles in this chapter.

The Town Manager may delegate Human Resources functions, as appropriate. The Town Manager or designee shall maintain the position classification plan and the pay plan and perform such other duties in connection with a modern Human Resources program, as the Town Council requires. All matters dealing with Human Resources shall be routed through the office of the Town Manager or designee who shall maintain a complete system of personnel files and records.

The Town Manager shall:

1. Recommend rules and revisions to the Human Resources system to the Town Council for consideration;
2. Recommend revisions to the position classification plan to the Town Council for approval;
3. Prepare and recommend revision to the pay plan to the Town Council for approval;
4. Designate positions or place authority with employees to assist in recruitment and selection of employees, maintenance of personnel records, and performance of other duties in personnel administration, as the Council may require.

Revised 7/1/2023

Section 5. Application of Policies, Plans, Rules, and Regulations

This Manual and all rules and regulations of the Town shall be applicable to all Town employees. The Town Manager, Town Attorney, elected officials, and members of advisory

committees and boards are exempted. An employee violating any of the provisions of this Manual shall be subject to appropriate disciplinary action and may be prosecuted under any civil or criminal laws which have been violated.

Section 6. Department Rules and Regulations

Due to the particular personnel and operational requirements of the various departments of the Town, each department is authorized to establish supplemental rules and regulations applicable only to the personnel of that department. All such rules and regulations shall be subject to the approval of the Town Manager and the Human Resources designee and shall not in any way conflict with the provisions of this Manual, supersede any other Town personnel policies, or violate any Federal or State Law, but shall be considered as a supplement to this chapter. A copy of the approved supplemental departmental rules shall be provided to the Human Resources Department.

Section 7. Definitions

For the purpose of this Manual, the following words and phrases shall have the meanings respectively ascribed to them below. Reference to “regular” employees should not be construed as a contract or right to perpetual funding or employment.

Intern. A student filling a short-term assignment that enables them to gain practical knowledge of their particular occupational area of interest. Upon successful completion of their internship, individuals may be considered for any vacant position for which they are qualified as available. Interns are ineligible for benefits regardless of the number of hours worked (except those benefits mandated by State and Federal Law).

Introductory Period. New regular, full-time, and 30-hour employees shall be hired into an Introductory Period. The Introductory Period is a period of time, usually 3 months for general employees, 6 months for Building Inspectors and sworn law enforcement personnel (12 months for Police Officer I Probationary(P)), and 12 months for fire personnel when an employee is hired, or in certain circumstances, transferred to a new position. This Introductory Period is intended to allow the supervisor adequate time to evaluate an employee’s performance at the employee’s job.

Regular Full-Time Employee. An employee filling an authorized position for which the expected workweek is 40 or more hours. Fire and Police personnel that work rotating shifts (up to a 212 and 171-hour schedule, per 28-day cycle, respectively) are also included.

Regular Part-Time Employee. Generally, an employee filling a position for which the expected workweek is at least 20 hours and less than 40 hours per week (generally designated as either 20 hour or 30 hour). A regular part-time employee is eligible for pro-rated benefits based on the number of hours normally authorized to work and subject to any legal requirements. Employees filling a position for which the expected regular workweek is less than 20 hours are ineligible for benefits (except those mandated by State or Federal law).

Senior Manager/Senior Management. Employees serving in the capacity of Town Manager, Deputy Town Manager, Assistant Town Manager and Director of Management Services or similar titles/positions to whom a Department Head reports.

Temporary Employee. An employee whose employment is either full or part-time (including seasonal), limited in duration and established for:

1. A specific period of time or for the duration of a specific project or group of assignments.
2. The purpose of relieving regular staff members who are absent due to illness, leave of absence, or vacation.
3. The purpose of augmenting the regular staff to meet the requirements of the department workloads, or any other conditions that may create short-term staffing shortages.

Generally, temporary positions are not entitled to Town benefits; however, positions meeting certain hours thresholds may be entitled to medical insurance benefits as required. See Human Resources for additional information.

Trainee. An employee status when an applicant is hired (or employee promoted) who does not meet all of the requirements for the position. Trainee appointments may be made to work against classified positions. During the duration of a trainee appointment, the employee is on introductory status.

Revised 7/1/2023

ARTICLE II. POSITION CLASSIFICATION PLANS

Section 1. Purpose

The full-time position classification plan provides a complete listing of all authorized and regular full-time and regular 30-hour part-time positions in the Town (including inactive positions for which a position classification has been previously established). An accurate job description is maintained for each position. The part-time position classification plan provides a general category designation of all part-time temporary positions in the Town grouped by pay rate. Both plans standardize job titles, each of which is indicative of a definite range of duties and responsibilities, qualifications needed, and other required factors. In order to ensure continuing value as a personnel management tool, it is the Town's goal to update the position classification plans on a periodic cycle to reflect the current work assignments and other conditions and requirements which are factors in proper classification and allocation of positions.

A position may be selected for review outside of the periodic cycle that may result in a reclassification. Refer to Article II, Section 6. Request for Reclassification for additional information.

Revised 7/1/2023

Section 2. Composition of the Full-time and Part-time Position Classification Plans

The Classification plans shall consist of:

1. A grouping of positions in classes which are approximately equal in difficulty and responsibility which call for the same general qualifications, and which can be equitably compensated within the same range of pay under similar working conditions;
2. Class titles descriptive of the work of the class;
3. Written specifications for each class of positions (job descriptions);
4. A summary chart showing the class title of each position in the classified service (grade/position classifications);
5. Regular, Full-time, and regular, part-time pay scale depicting the grades and salary minimum and maximum for each grade; and
6. Part-time pay rate(s) for each grade.

Section 3. Use of the Position Classification Plans

The classification plans shall be used:

1. As a guide in recruiting and evaluating applicants for employment;
2. In determining promotion career paths and in developing professional development and employee training programs;
3. In determining salary to be paid for various types of work;
4. In determining personnel service items in departmental budgets; and
5. In providing uniform job terminology.

Section 4. Administration of the Position Classification Plans

The Human Resources Department shall assign each position covered by the classification plan to its appropriate class and shall be responsible for the administration of the position classification plan. The Human Resources Department shall periodically review portions of the classification plan and make minor revisions to ensure that classifications accurately reflect current job duties and responsibilities. The Human Resources Department shall also periodically review the entire classification plan and, when needed, recommend updates and changes to the Town Council.

Section 5. Adoption of the Position Classification Plans

The Town Manager may recommend pay range adjustments to the position classification plans as market conditions warrant; recommendations must be approved by Town Council.

The position classification plans shall be adopted by the Town Council and shall be on file with the Town Manager and Human Resources Department. Copies are available to Town employees for review through the Town's website and shared network folders. New positions shall be established upon recommendation of the Town Manager and will either be assigned into the appropriate existing class, or the position classification plan will be amended to establish a new class to which the new position may be assigned.

Revised 7/1/2023

Section 6. Request for Reclassification

Department Heads are responsible for maintaining job duties and responsibilities for job classifications within established job descriptions and shall not add significant duties that

could alter an authorized position classification without prior consultation with Human Resources.

A Department Head, with support from Senior Management who believes a position classification is not reflective of the current duties shall submit a request, in writing, for reclassification to Human Resources. Human Resources shall consider the request for inclusion at the next position study review period. Upon approval by Human Resources, positions may be reviewed out of the regular cycle as organizational needs determine. Recommended updates will be reviewed by the Town Manager for final action.

Revised 7/1/2023

ARTICLE III. THE PAY PLANS

Section 1. Definition

The Full-Time Pay Plan includes the summary of authorized positions, pay classification, job descriptions, and department and pay grade assignments adopted by the Town Council for regular positions (full- and part-time). Department Head level positions and above are not designated by pay grades.

The Part-Time Pay Plan consists of pay grade assignments as approved by the Town Council for regular part-time and temporary positions.

Revised 7/1/2023

Section 2. Administration and Maintenance

The Town Manager and the Human Resources Department shall be responsible for the administration and maintenance of the pay plans. All employees covered by the pay plan shall be paid at a rate listed within the pay range established for the respective position classification, except for employees in trainee status or intern status; employees whose existing salaries are above the established maximum rate following transition to a new pay plan; or employees who have experienced a personnel status change as authorized by the Town Manager.

The pay plan is intended to provide equitable compensation for all positions, reflecting differences in the duties and responsibilities, the comparable rates of pay for positions in public employment in the area, the financial conditions of the Town, and other factors. Changes in the market conditions will also be considered for the full-time pay plan. From time to time the Town Manager, or the Human Resources Department, shall make comparative studies of all factors affecting the level of pay ranges and may make minor adjustments in the allocation of positions to salary grades. The Town Manager also has the discretion to assess certain unique situations and determine when special pay adjustments are warranted such as to recognize an employee's significantly increased responsibilities, to establish or maintain equitable salary relationships, or to retain an employee considering an offer of employment outside of the Town.

When adjustments are needed to the pay plan, the Town Manager shall recommend such changes in pay ranges as may be warranted to the Council. The Council shall adopt the pay scale with the position assignments, including any minor adjustments made by the Town Manager during the previous budget year, annually as part of the budget process.

Section 3. Starting Salaries/Hourly Rates

All salaries and hourly rates in approved positions must be in accordance with the Town's full or part-time Pay and Classification Plan, unless otherwise provided in this Manual.

The supervisor shall submit a written justification for the salary request of a new employee. New employees hired into regular full-time positions are hired within the respective classification and grade. A Department Head or Hiring Manager must provide written justification for a hire above the beginning of the range for a particular position in the Request to Hire. Reasons for a requested increase may include, but are not limited to, exceptional education and/or experience, other qualifications of the applicant, a shortage of qualified applicants, and current labor market conditions. For non-graded positions, market survey data will also be gathered to assist in determining the recommended salary offered. Human Resources will review the information and shall make recommendations to the Town Manager/Senior Manager to approve or disapprove these requests. Requests greater than 10% from the beginning of the range require approval from the Senior Manager. Requests greater than 20% from the beginning of the range require approval from the Town Manager. Internal equity of other employees in the department shall be considered when reviewing a salary recommendation.

Employees meeting certain eligibility requirements may receive additional pay based on identified criteria, skills and/or certifications approved by Human Resources and the Town Manager (and Town Council as applicable) as part of a formal department career ladder or skill specialization plan. Refer to the specific department's formal departmental plan for more information.

Non-exempt employees' hourly rate is typically determined by dividing what the salary would be for the position by the number of hours worked in a year, based on hours worked per week. For example, a regular, full-time employee works 40 hours per week, multiplied by 52 weeks in a year equals 2080 hours per year.

Since Fire and Police do not follow a regular weekly schedule, their "hours worked per year" are determined by using the thresholds for overtime for Law Enforcement and Firefighters, as set forth by the 207(k) Exemption of the Fair Labor Standards Act. Therefore, Fire personnel's hours worked per year is 2756 (212 OT threshold multiplied by 13 cycles) and Police personnel's hours worked per year is 2223 (171 OT threshold multiplied by 13 cycles).

Revised 7/1/2023

Section 4. Trainee and Intern Designations and Provisions

Trainee. Applicants being considered for employment or Town employees who do not meet all of the requirements for the position for which they are being considered may be hired, promoted, demoted, or transferred by the Town Manager to a "trainee" status. In such cases, a plan for training and meeting the minimum qualification for the job classification, including a time schedule, must be prepared by the supervisor. An employee shall remain at the trainee salary level until the Department Head certifies that the employee is qualified to assume full responsibility of the position. Duration of the trainee status will be determined on a case-by-case basis. The Department Head shall review the progress of each employee in a trainee status every six months or more frequently as necessary to determine when the employee is qualified to assume full responsibilities of the position. "Trainee" salaries may be no more than 10% below the minimum salary established for the position for which the person is being trained. A new employee designated as a "trainee" appointment shall be in an introductory

status until requirements for the full job class are met.

If the training is not successfully completed as planned, the employee shall be transferred, demoted, or terminated. If the training is successfully completed, the employee shall be paid at least at the minimum rate established for the job class.

Intern. Applicants may be considered for employment with the Town on a temporary internship status to gain practical knowledge of their particular occupational area of interest. The basis for eligibility and selection for such status shall be determined by the Department Head. A suitable plan for training under close supervision shall be developed for the individual. The time schedule for work shall be determined and carried out under close Department Head supervision. Upon successful completion of their internship, individuals may be considered for any vacant position for which they are qualified.

Section 5. Introductory Period

New regular, full-time, and 30-hour employees shall be hired into an Introductory Period. This Introductory Period is intended to allow the supervisor adequate time to evaluate an employee's performance at the employee's job.

The completion of the Introductory Period designates the employee's change to "regular status". Upon completion of the Introductory Period, the performance year will be prorated from the hire date unless the Introductory Period crosses over the fiscal year. In that case the employee will receive a pro-rated merit increase.

Merit adjustments will be applied on a quarterly basis. Employees hired between July 1 and September 30 will be eligible for merit for the full fiscal year. Employees hired between October 1 and December 31 are eligible for prorated merit at 75% of the full merit amount. Employees hired between January 1 and March 31 are eligible for prorated merit at 50% of the full merit amount. Employees hired between April 1 and June 30 are eligible for prorated merit at 25% of the full merit amount. The employee will be eligible for the following fiscal year's full merit.

New employees successfully completing their Introductory Periods during April 1 through June 30 are considered to "meet expectations" for performance evaluation rating purposes and a performance evaluation is not required. If the supervisor has determined the employee exceeds standard expectations, the supervisor will complete a full evaluation indicating this rating with supporting documentation. If the employee's performance is below expectations, the supervisor will contact Human Resources to discuss whether more time is needed, or termination of employment will be recommended.

Please Note: Regular, 30-hour schedule employees are eligible for annual merit, and it will be prorated based on the reduced schedule but will otherwise follow the above procedure.

Revised 7/1/2023

Section 6. Performance Evaluation

The Town uses a performance evaluation to regularly provide feedback and assess performance for all full-time and 30-hour employees. The performance evaluation should include a self-assessment and supervisor assessment of the employee and is the determinant of the Town's merit-based system. Performance evaluation guidelines and procedures established by the Town Manager and Human Resources will be provided to employees annually.

A midpoint review is encouraged to provide and document feedback regarding the employee's performance. However, a midpoint review is expected for new employees and employees that require additional performance counseling due to performing below expectations. During the midpoint review meeting, the supervisors shall review the employee's progress and discuss how the employee is performing against the position expectations and standards including areas in need of improvement. Specific examples of unsatisfactory performance should be provided.

The performance evaluation shall be documented in writing and placed in each employee's personnel file or maintained in an electronically accessible file. Should an employee receive an overall rating falling below minimum expectations, a Performance Improvement Plan (PIP) will be initiated after review. Exceptions to this policy must be reviewed by Human Resources.

At the completion of the annual evaluation, employees may be considered for advancement within the established pay range based on the Pay Plan approved by Town Council for the budget year and subject to the availability of funds.

These procedures apply to regular, full-time, and regular, 30-hour employees.

Revised 7/1/2023

Section 7. Salary Effect of Promotions, Demotions, Transfers, and Reclassifications

Promotions. The purpose of the promotional pay increase is to recognize and compensate the employee for assuming the increased responsibilities of a higher graded position. An employee who is promoted to a vacant position of a higher grade (and whose salary is below the maximum of the new pay range) shall receive a pay increase of 5% or up to the minimum of the new pay range, whichever is greater, on the promotion effective date. When determining the promotional pay increase, additional consideration will be given to promotions of greater than one grade increase and the amount of increase in responsibility to attain the new grade or to address market and pay equity considerations, subject to budget availability. For non-graded positions market survey data will also be gathered to assist in determining the

promotional salary.

It is the goal that within 30 days of the promotion effective date, the employee and supervisor shall identify workplan focus areas. In addition, employees will receive any merit earned during the performance year effective with the regular merit cycle based on the current (promoted) salary.

Demotions. When an employee is demoted to a position with a lower salary grade due to either poor performance or misconduct, the salary shall be decreased to fall within the new grade's pay range and at a minimum of 5%.

Transfer or Reassignment. The salary of an employee reassigned to a position in the same class or to a position in a different class within the same salary grade shall not be changed by the reassignment. An employee who transfers will receive any earned merit increase for the full performance period if the transfer was not due to poor performance or misconduct, subject to fund availability.

In the case of an employee transferred to a lower graded position, not caused by either unsatisfactory performance or misconduct, the employee's salary may be retained at the previous rate if it falls within the new grade's pay range but will be based on circumstances surrounding the transfer as well as budget availability.

Reclassifications. An employee whose position is reclassified to a class having a higher pay range shall receive a pay increase to the beginning salary of the new pay range. If the employee's position is reclassified to a lower grade and the salary is above the maximum established for the new range, the salary of that employee shall be maintained at the current level until the range is increased above the employee's salary. An employee who is reclassified would receive a full year's credit for performance for evaluation purposes. Any merit increases would be based off the current salary. If the employee's salary is above the new range, the employee will be eligible for lump sum merit increases only, until the employee's salary falls within the pay range. In this instance, the amount of the merit increase will be capped to the top of the range and any remaining pay adjustment will be paid in a lump sum.

Revised 7/1/2023

Section 8. Other Salary Effects Out-of-Range Salaries

If an employee's salary is above the maximum salary established for their grade, the salary of that employee shall be maintained at the current level until the range is increased above the employee's salary. The employee will be eligible for lump sum only adjustments based on performance until the employee's salary falls within the pay range.

Disciplinary Actions

Disciplinary actions that occur during the performance year will be considered when completing the employee's annual performance evaluation.

If a Level Three Final Warning was issued, the following would apply:

Level Three Final Warning for misconduct – ineligible for merit increase at next evaluation.

Level Three Final Warning for performance – ineligible for merit if not corrected by the time of the performance evaluation and the overall performance rating is below the minimum standard. Refer to Article IX. Section 1. Unsatisfactory Job Performance for additional information.

Position Changes as a result of Organizational Restructure or Reduction in Force (RIF).

These will be handled on a case-by-case basis based on the specific circumstances surrounding the need for the organizational restructure or RIF. A written plan will be developed for review and approval by the Town Council.

Revised 4/27/2021

Section 9. Salary Effect of Pay Range Revisions

When a position is assigned to a higher pay range as a result of labor market conditions, employees in that class shall receive a pay increase to the minimum salary of the new pay range or placed within the pay range with no resulting loss of pay. When a position is assigned to a lower pay range, the salaries of the employees in that position will remain unchanged. If the assignment to a lower pay range results in an employee being paid at a rate above the maximum salary of the range established for the new class, the salary of that employee shall be maintained at that level until such time as the employee's pay range is increased above the employee's current salary.

Revised 4/27/2021

Section 10. Transition to a New Pay Plan

The following principles shall govern the transition to a new pay plan:

- 1) No employee shall receive a salary reduction as a result of the transition to a new pay plan.
- 2) All employees being paid at a rate lower than the minimum rate established for their respective classes shall have their salaries raised to the new minimum for their classes.

- 3) All employees being paid at a rate above the minimum and below the maximum are considered as being paid at a competitive rate for the job class and may receive any approved pay plan implementation increases as authorized by Council.
- 4) All employees being paid at a rate above the maximum rate established for their respective classes shall be maintained at that salary level until such time as the employees' pay range is increased above the employees' current salary.

Section 11. Effective Date of Salary Change

Base salary changes, for full-time employees, resulting from the annual performance review are effective as outlined in the Budget Ordinance approving the annual merit award. The performance evaluation assessment period is the Town's fiscal year.

Section 12. Overtime Pay/Compensatory Time/Paid Time Off Provisions for General Employees

Employees of the Town can be requested and may be required to work overtime hours as necessitated by the needs of the Town and determined by the Department Head/Senior Management. All overtime must be approved in advance by the employee's supervisor. The failure to manage hours appropriately and the working of unapproved overtime may result in disciplinary action, up to and including termination.

The Human Resources Department shall determine which positions are "non-exempt" and are therefore subject to overtime compensation in accordance with the provisions of the Fair Labor Standards Act (FLSA).

Non-exempt employees will be paid at a straight time rate for hours up to the FLSA established limit for their position (usually 40 hours in a seven-day period). Hours worked beyond the FLSA established limit shall be compensated in either compensatory time or pay at the appropriate overtime rate. In the case of compensatory time, for example, should a general schedule employee, subject to the FLSA, work 42 hours in a seven-day period, the compensatory time will accumulate three hours for the two hours of overtime worked. In determining eligibility for overtime in a work period, only hours actually worked shall be considered and in no event will vacation, sick leave, or holidays be included in the computation of hours worked for FLSA purposes.

Whenever practicable, Department Heads will schedule time off on an hour-for-hour basis within the applicable work period for non-exempt employees, instead of paying overtime. When time off within the work period cannot be granted, overtime worked will be paid or accumulated as compensatory time in accordance with the FLSA. Non-exempt employees may accumulate a maximum of 240 hours of compensatory time.

Compensatory hours earned beyond 240 will be paid as overtime. Department Heads, based on mission needs, personnel availability, and budget authority may authorize overtime to be paid or the accumulation of compensatory time as best meets the management needs of the organization.

Employees in positions determined to be “exempt” from the FLSA (as Executive, Administrative, Professional, or other FLSA designations) shall receive 80 hours of paid time off (PTO) as an employee benefit per calendar year; however, exempt employees hired or promoted to an exempt position between July 1 and September 30 shall receive 40 hours of PTO for that calendar year only. Employees hired or promoted to an exempt position on or after October 1 will not be eligible for PTO until the next calendar year. PTO will be used before accrued vacation and any remaining PTO hours at the end of the calendar year will not be rolled over to the new year. Exempt employees will not typically receive pay for hours worked in excess of their normal work periods. Upon separation from employment, whether voluntary or involuntary, exempt employees forfeit unused PTO.

Revised 7/1/2023

Section 13. Overtime Pay Provisions for Firefighters and Police Officers

Supervisors are responsible for creating and maintaining a shift schedule to ensure adequate staffing as specified for emergency response personnel and in compliance with the FLSA and Town policy.

It is the policy of the Town of Morrisville to ensure fair and equitable compensation for all employees in accordance with the Fair Labor Standards Act. (FLSA) and the Town’s personnel policy as it relates to compensation and benefits. Firefighters are subject to working a 24-hour work schedule and Police Officers are subject to working a 12.2 hour rotating shift.

Firefighters who work more than 212 hours and Police Officers who work more than 171 hours in a 28-day cycle are subject to overtime pay at a rate of time and a half of their regular compensation rate. The Town has discretionary authority in determining the manner in which overtime will be compensated. Compensatory leave is an option for the Town to use as a tool to compensate firefighters and police officers when they work beyond their maximum number of hours in a 28-day cycle.

Department Heads are granted the authority to determine if overtime earned will be a monetary compensation or compensatory time off for hours worked beyond their maximum number of hours in a 28-day cycle.

Section 14. Use of Compensatory Time/Paid Time Off

FLSA provides that any employee of a public agency who has accrued compensatory time and requests use of this earned time shall be permitted to use such time off within a “reasonable period” after making the request as long as it does not “unduly disrupt” the

operations of the agency. (Examples of “unduly disruptive situations” are when time off is requested during an anticipated peak of workload or in an emergency situation.) Employer inconvenience is an insufficient basis for denial and constitutes a violation of the FLSA.

Employees will use accrued compensatory time or PTO before using accrued vacation leave. Refer to Article III. Section 12 for additional information. The use of PTO will follow the guidelines for use of vacation leave. Refer to Article VII. Section 7 for additional information.

Section 15. On-Call and Callback Pay for Non-Exempt Employees

Note: This policy is not applicable to Fire and Police Department personnel. These personnel are subject to their respective departmental policies and procedures.

Definitions of Terms Used

Subject to Call Personnel- Employees in this classification are required to rotate a stand-by schedule and are subject to be called back to work to perform duties of a critical nature in order to ensure the resources of the Town are protected and services to the residents are provided with minimal interruption. Employees in this category are typically assigned to Parks, Recreation and Cultural Resources and Public Works.

On-Call Status - Employees designated as on-call must be available in the event there is a need to return to work outside their regular schedule to perform critical duties as a result of an emergency or situation requiring prompt attention. On-call positions are to be designated as part of an approved department on-call policy. All department on-call policies will be submitted to the Senior Manager for review and approval. Final approved on-call policies will be provided to and retained by Human Resources.

Call Back Pay – When there is a need for an employee to return to work outside their regular schedule to perform critical duties as a result of an emergency or a situation requiring prompt attention.

It is the policy of the Town of Morrisville in accordance with FLSA, to compensate non-exempt employees who are subject to be called back to work outside their regular work schedule to perform critical tasks as it relates to Town operations. Employees in these classified positions may be required to rotate on an on-call schedule in order to provide department coverage. Employees will be compensated for two hours of straight time during the on-call period. If employees are called back to work, compensation will be provided for a minimum of two hours and applied towards the two hour pay minimum for on-call work during the period, even if completion of the task takes less than two hours. If the task requires more than two hours of work, the employee will be compensated for the actual time worked. Any time worked over 40 hours in a workweek will be paid at time and a half of their regular pay or accrued as compensatory time. Any time worked on call back that does not result in the employee exceeding 40 hours of work for the workweek will be compensated on a per-hour basis at the employee’s normal hourly rate (i.e., straight time). Mileage reimbursement will be provided for mileage incurred as a result of callback travel from home base to duty station.

Employees in an on-call status may lead their normal off duty activities with the exception that they cannot consume alcoholic beverages. However, they must carry a cell phone and remain available with a professional demeanor in the event they are called back to respond to a critical situation. They are required to respond to the call back request within 10 minutes and must arrive at the designated work site of the emergency within 1 hour from the time the call was made.

Failure to be available for callback or failure to report to the duty station when called back to work may constitute an unwillingness to carry out a directive from a manager or supervisor and may be subject to disciplinary action. The factors surrounding the situation will be reviewed to determine if disciplinary action is necessary. Employees who are assigned to positions that are subject to be called back but are unable to report due to legitimate environmental conditions or situations outside of their control, shall immediately contact a pre-designated alternate person to respond in their place. In addition, the employee is required to contact their supervisor to inform them of the situation and to provide documentation of their circumstances. Based on the circumstances surrounding the individual situation, the Town Manager shall have discretion in deciding any further course of action.

Revised 7/1/2023

Section 16. Pay For Acting in A Higher-Level Classification

An employee who is formally designated to perform the duties of a position that is assigned to a higher salary grade than that of the employee's regular job classification shall receive a temporary salary increase for the duration of the "acting" assignment. Generally, short-term assignments last a minimum of three weeks and no longer than 12 weeks. "Acting" pay is not intended to cover routine absences, such as a vacation. The Department Head or Senior Manager must submit a special request to Human Resources, in writing, to extend the short-term assignment explaining the surrounding circumstances warranting the longer time period. The employee shall receive a salary adjustment to the beginning of the pay range for the position in which the employee is acting or receive a 5% increase, whichever is greater, except that no adjustment shall exceed the maximum rate established for the position. The salary increase shall be temporary, and the employee shall return to their "pre-acting" salary at the completion of the assignment, with the exception of any merit increase the employee earned while in the "acting" role.

An employee who is formally designated to perform the duties of a non-graded position shall receive a minimum 5% increase. Each situation will be reviewed on a case-by-case basis to determine if an additional increase is warranted based on the expected acting duties and other pertinent considerations.

Revised 7/1/2023

Section 17. Payroll Schedule and Deductions

The payroll schedule shall be established by the Town Manager and shall be administered by

the Finance Department. Deductions shall be made from each employee's salary, as required by law. Additional deductions may be made upon the request of the employee on determination by the Town Manager as to capability of payroll equipment and appropriation of the deduction.

All employees shall be paid on a bi-weekly basis on Friday of the designated pay week. Pay periods begin on Saturday at 12:00 a.m. and end on Friday at 11:59 p.m., 14 days later, unless otherwise designated. If the payday falls on a holiday, employees will be paid on the last working day prior to the holiday.

ARTICLE IV. RECRUITMENT AND EMPLOYMENT

Section 1. Equal Employment Opportunity Policy

It is the policy of the Town to foster, maintain and promote equal employment opportunities. The Town shall select employees on the basis of the applicant's qualifications for the job and award them, with respect to compensation and opportunity for training and advancement, including upgrading and promotion, without regard to race, natural hair or hairstyles, ethnicity, creed, color, religious belief or non-belief, sex, pregnancy, sexual orientation, gender identity or expression, marital or familial status, national origin or ancestry, National Guard or veteran status, political affiliation, age, disability, genetic information, or other protected characteristic, in accordance with applicable federal, state and local laws.

Revised 7/1/2023

Section 2. Implementation of Equal Employment Opportunity Policy

All personnel responsible for recruitment and employment will continue to regularly review the implementation of this personnel policy and relevant practices to ensure that equal employment opportunity based on reasonable, job-related requirements is being actively observed to the end that no employee or applicant for employment shall suffer discrimination because of race, natural hair or hairstyles, ethnicity, creed, color, religious belief or non-belief, sex, pregnancy, sexual orientation, gender identity or expression, marital or familial status, national origin or ancestry, National Guard or veteran status, political affiliation, age, disability, genetic information, or other protected characteristic, in accordance with applicable federal, state and local laws. Notices with regard to equal employment matters shall be posted in conspicuous places on Town premises in places where notices are customarily posted.

Revised 7/1/2023

Section 3. Recruitment, Selection and Appointment

Recruitment Sources. When position vacancies occur, Department Heads shall notify Human Resources concerning the number and classification of positions that are to be filled. Human Resources shall publicize these opportunities for employment, including applicable salary information and employment qualifications. The hiring department is responsible for managing the recruitment plan and providing advertising recommendations to Human Resources. Internal promotional opportunities will be considered first, as appropriate. Notices of vacancies shall be posted on the Town website. In addition, information concerning job openings and hiring practices may be provided to recruitment sources, including organizations and news media. The local Employment Security Commission Office may be notified of job vacancies and may be used as a referral source. Recruitment sources will be reviewed periodically in consideration of options to broaden the diversity of the applicant pool. A vacancy may be filled using only internal recruitment to provide opportunities for qualified Town employees. The Town Manager retains final authority for hiring decisions, including the authority to make a direct placement when it is in the best interest of the Town.

Application for Employment. All persons expressing interest in employment with the Town shall be given the opportunity to file an application for employment for positions that are vacant.

Selection. Department heads shall make such investigations and perform processes and procedures as necessary to accurately assess the knowledge, skills, and experience qualifications required for the position and approved in the Position Classification Plan.

Veteran's Preference. Departments must give preference in initial employment decisions to qualified applicants eligible to be considered for Veteran's Preference. Policy requires the selection of an applicant who is eligible for Veteran's Preference when the applicant is "substantially equal" in qualifications to the best qualified applicant not eligible for Veteran's Preference. To qualify for Veteran's Preference, applicants must submit the "Veteran's Worksheet" with their application.

Appointment. Before any commitment is made to an applicant for a full-time position, either internal or external, the Department Head shall make recommendations to Human Resources who shall review documentation for the position to be filled, the salary to be paid, and the reasons for selecting the candidate over other candidates to ensure the hiring request complies with established hiring policies and guidelines. The Town Manager or designee shall approve appointments and the starting salary for all applicants. A conditional offer of employment will be made to the top candidate contingent upon satisfactory results of pre-employment drug screening, criminal background check, and driving record check. Additional pre-employment requirements specific to Police and Fire personnel are administered at the department level.

Revised 7/1/2023

Section 4. Introductory Period

New regular, full-time, and 30-hour employees shall be hired into an Introductory Period. Except as specified below, the Introductory Period shall be three months. Only one extension of up to an additional three months is permitted, except as discussed below. During the Introductory Period, supervisors shall monitor an employee's performance and communicate with the employee concerning performance progress. Before the end of the Introductory Period, the supervisor shall determine whether the employee is performing satisfactory work and meeting job expectations. The employee's progress (accomplishments, strengths, and areas of improvement) will be discussed with the employee and a summary of this discussion shall be documented in the employee's personnel file. The supervisor shall recommend, in writing, whether the Introductory Period should be deemed completed, whether it should be extended, or whether the employee should be terminated.

Building Inspectors shall serve a six-month Introductory Period upon hire. Only one extension of up to an additional three months is permitted.

Fire personnel shall serve a minimum of a one-year Introductory Period upon hire unless

rehired within one year from separation of Town of Morrisville employment. Rehires in this situation must serve a six-month Introductory Period. The Introductory Period may be extended up to an additional six months. Fire personnel must also serve a six-month Introductory Period when promoted.

Sworn law enforcement personnel who are certified in North Carolina (i.e., lateral hires) shall serve a six-month Introductory Period upon hire and/or promotion as required by the Commission on Accreditation for Law Enforcement Agencies (CALEA) standard. This Introductory Period may be extended up to an additional six months.

Sworn law enforcement personnel that have successfully completed North Carolina Basic Law Enforcement Training (BLET) but are not yet certified in North Carolina (i.e., police recruits or out-of-state laterals) shall serve a one-year Introductory Period as required by the North Carolina Criminal Justice Educations and Training Standards Commission. This Introductory Period may be extended up to an additional six months.

A new employee designated as a “trainee” appointment shall be in an Introductory status until requirements for the full job class are met and may still be required to complete an extended Introductory Period once trainee requirements have been met.

Regular part-time and temporary employees who are promoted to a regular 30-hour or full-time position will be required to serve the Introductory Period (except employees promoted from a regular 30-hour position).

Disciplinary action, including termination, may be taken at any time during the Introductory Period of a new hire without following additional steps outlined in these policies.

While serving in an Introductory Status, all regular, full time and regular, part time employees shall receive all benefits provided in accordance with this Policy (any mandatory waiting periods will apply).

Employees shall not be entitled to utilize the appeal or grievance procedures established by this policy until successful completion of the Introductory Period. This does not prohibit any complaints of discrimination, including sexual harassment

Upon successful completion of the Introductory Period, employees are permitted to apply for other Town positions within their department. Employees may apply for positions outside their departments after successful completion of the Introductory Period and one year of employment, except in matters of direct placement, at the Town Manager’s approval.

For more information on Introductory Periods, see Article III, section 5.

Revised 7/1/2023

Section 5. Promotion

Promotion is the movement of an employee from one position to a vacant position in a class assigned to a higher pay range and classification. Promotion from within the Town workforce is encouraged. The Town will balance three goals when considering a promotional opportunity: 1) the benefits to employees and the organization of promotion from within; 2)

providing equal opportunity and a diversified workforce to the community; and 3) obtaining the best possible candidate who will provide the most productivity in that position. The Town Manager has the authority to make a direct internal promotion.

The reasons for promotion shall be documented and placed in the employee's personnel file.

Upon promotion, Sworn Law Enforcement staff may have additional requirements as defined by the Commission on Accreditation for Law Enforcement Agencies (CALEA). Refer to the Police department's Standard Operating Guidelines (SOG) for more information.

For more information on promotions, refer to Article III, section 7.

Revised 7/1/2023

Section 6. Demotion

Demotion is the movement of an employee from one position to a position assigned to a lower pay range. An employee whose work or conduct in the current position is unsatisfactory or who is subject to disciplinary action for any other reason may be demoted provided that the employee is qualified and shows promise of becoming a satisfactory employee in the lower position. Such demotion shall follow the disciplinary procedures outlined in this chapter.

Disciplinary demotions are not subject to "save pay" or "save grade" adjustments. Reassignment to a lower grade or lower pay position is a part of the disciplinary action and therefore there is no intent to retain or protect the employee's previous grade or pay.

For more information on demotions, refer to Article III, section 7.

Section 7. Transfer or Reassignment

Transfer is the movement of an employee from one position to another position. The reassignment may cause a transfer to a new position in the same or different classification or grade. If a vacancy occurs and an employee is eligible and qualified for the position, then the employee shall apply for the transfer according to the application process.

For more information on transfers, refer to Article III, section 7.

ARTICLE V. CONDITIONS OF EMPLOYMENT

Section 1. Work Schedule

Department heads shall establish work schedules that meet the operational needs of the department in the most cost-effective manner possible. All schedules must be approved by the Town Manager or designee and will be in accordance with the Fair Labor Standards Act. The Town Manager may, at any time, reevaluate current work schedules and make modifications as deemed appropriate for continued effective working operations.

Section 2. Political Activity

Each employee has a civic responsibility to support good government by every available means and in every appropriate manner to avoid real or perceived conflicts of interest. Each employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, may advocate, and support the principles or policies of civic or political organizations in accordance with the Constitution and laws of the State of North Carolina and in accordance with the Constitution and laws of the United States. However, no employee shall:

1. Engage in any political or partisan activity while on duty;
2. Use official authority or influence for the purpose of interfering with or affecting the result of a nomination or an election for office;
3. Be required as a duty of employment or as condition for employment, promotion, or tenure of office to contribute funds for political or partisan purposes;
4. Coerce or compel contributions from another employee of the Town for political or partisan purposes;
5. Use any Town supplies or equipment for political or partisan purposes; or
6. Hold or fill an elective office for the Town of Morrisville.

Any violation of this section shall be deemed improper conduct and shall subject the employee to disciplinary action up to and including termination under this policy.

Revised 4/27/2021

Section 3. Expectation of Ethical Conduct

Successful business operation and reputation of the Town of Morrisville is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and

personal integrity. Continued success of the Town of Morrisville is largely dependent upon the public's trust that we are dedicated to preserving. Employees owe a duty to the Town of Morrisville, the public, and Council members to act in a way that will merit the continued trust and confidence.

The Town of Morrisville will comply with all applicable laws and regulations. All employees are to conduct Town business in a professional manner and in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct. In general, the use of good judgment, based on high ethical principles, will guide you with respect to acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the employee should seek advice and consultation by discussing the matter openly with the employee's immediate supervisor and/or, if necessary, with the Human Resources Department. Compliance with this policy is the responsibility of every Town of Morrisville employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

Section 4. Code of Conduct and Working Environment

The Town encourages a congenial work environment of respect and professionalism. Disrespectful conduct or actions are prohibited in any form, including via electronic and social media communication. Refer to the Town's [Social Media](#) and [IT Security](#) Policies for further details regarding expectations for electronic communication. Employees should compose messages and attachments in a professional manner with the understanding that their communication reflects on the character of the Town of Morrisville. Whether an E-mail message is personal or business, it still originates from the Town.

Employees are required to support an inclusive workplace by adhering to the following standards of conduct:

1. Treat others with dignity and respect at all times.
2. Address and report inappropriate behavior and comments that are discriminatory, harassing, abusive, offensive, or unwelcome.
3. Foster teamwork and employee participation, encouraging the representation of different employee perspectives.
4. Seek out insights from employees with different experiences, perspectives, and backgrounds.
5. Avoid slang or idioms that might not translate across cultures.
6. Confront the decisions or behaviors of others that are based on conscious or unconscious biases.
7. Be open-minded and listen when given constructive feedback regarding others'

perception of your conduct.

Disciplinary actions for employee misconduct are outlined in Article IX Section 3 of this document.

Revised 7/1/2023

Section 5. Workplace Violence

The Town of Morrisville is committed to providing a safe and productive work environment for its employees that is free from violence. Consequently, the Town has adopted a zero-tolerance policy toward workplace violence.

For purposes of this policy, workplace violence includes, but is not limited to, intimidation, threats, physical attack, domestic violence, or property damage and includes acts of violence committed by Town employees, clients, customers, relatives, acquaintances, or strangers against anyone on Town property or in the course of conducting Town business.

Possession of firearms or other weapons (as defined by G.S. Sec. 14-269) on Town premises or in a Town vehicle or in the course of carrying out Town duties without specific authority granted by the Town is prohibited.

All employees are responsible for helping to maintain a violence-free workplace by cooperating with and respecting coworkers and others in the course of conducting Town business. Restraining orders must be reported to Human Resources. Any employee who witnesses or experiences an act or threat of violence should report this act or threat to a Department Head or above in the management chain and/or the Human Resources Department. If HR is not notified by the employee, it is the responsibility of the staff member notified to in turn notify HR. In accordance with this policy, all reported threats of violence will be investigated and, depending upon the outcome of the investigation, appropriate disciplinary action may be taken up to and including termination.

Section 6. Secondary Employment

Employment with the Town shall have precedence over other occupational interests of full-time regular employees. All outside employment that results in compensation in the form of salaries, wages, or commission, including all self-employment must be approved in advance. The Department Director will review such employment for possible conflicts of interest first and document any concerns for review by Human Resources. Human Resources will forward any identified potential conflicts to Senior Management who will subsequently approve or disapprove the secondary employment request. Conflicting or unreported outside employment is grounds for disciplinary action up to and including termination.

Secondary employment is not permitted when it:

1. Creates either directly or indirectly a conflict of interest with the primary employment,

or

2. Impairs the employee's ability to perform all expected duties, and/or the ability to make decisions and carry out in an objective manner the duties and responsibilities of the Town.

Employees who are out of work under provisions of the Family Medical Leave Act (FMLA), Workers' Compensation, Administrative Leave, or any other Leave of Absence are prohibited from engaging in any outside employment during the period of leave (requests for an exception will be reviewed and may be made on a case-by-case basis). Employees who work elsewhere while on leave without authorization, except on military duty, are considered to have quit voluntarily.

In secondary employment arrangements, Town employees shall not work for or be in partnership with other Town employees. No regular, full-time employees are permitted to work in other departments within the Town. Special exceptions may be made, with the approval of the Town Manager, when deemed to be in the best interest of the Town.

Approval for secondary employment may be withdrawn at any time if it is determined that secondary employment has an adverse impact on primary employment. Requests must be updated annually.

Revised 7/1/2023

Section 7. Use of Town Time, Equipment, Supplies and Vehicles

Town supplies and equipment (including phones, computers, etc.) are to be used exclusively for the Town's business. During working hours, an employee shall only conduct Town business. Use of Town time, supplies, or equipment for personal or other purposes not related to the employee's Town duties and responsibilities is prohibited and subjects the employee to disciplinary action, up to and including termination.

Non-exempt Town employees are required to report time worked in the Town's time & attendance system. Time claimed as "work time" should accurately report actual time and physical attendance rounding up to the nearest one quarter hour. Failing to accurately report time worked will be deemed as waste, fraud, and abuse and may be subject to disciplinary actions.

All employees who use Town vehicles are required to follow applicable motor vehicle and safety requirements. Violation or misuse of Town vehicles also subjects the employee to disciplinary action, up to and including termination. Refer to the Town's Motor Vehicle Policies for additional information regarding use and maintenance of Town vehicles.

Revised 4/27/2021

Section 8. Flexible Work Arrangements

The Town of Morrisville supports Town departments to allow flexible work options to meet a variety of organizational and employee needs. Flexible work arrangements will be reviewed and assessed in terms of the position, ability to increase efficiencies, and improve service delivery, as well as increase recruitment and retention efforts. Flexible work arrangements may include remote work, compressed schedule (for example, 10- hour days, 4 days per week), or alternate work hours. Work arrangements may be approved on a long-term or short-term basis or as a temporary arrangement or to meet an ad hoc or infrequent need as they arise. In all cases, employees must receive prior approval from their Department Head (or the employee's supervisor in the case of Department Heads or Senior Management seeking flexible work arrangements) prior to working any flexible work arrangements either short- or long-term. The Town is not required to provide additional equipment to accommodate a flexible work arrangement.

Alternative work arrangements may be appropriate for some employees and some jobs. It is not an entitlement; it is not an organization-wide benefit; and it in no way changes the terms and conditions of employment with the Town of Morrisville. The Town may discontinue any flexible work arrangements at any time and for any reason.

Procedure:

1. All authorized alternative work arrangements may be initiated by the department head/supervisor or employee.
2. In all cases, the employee shall be accessible by phone or computer during the agreed upon work schedule or work site.
3. Any alternative work arrangements made will be on a trial basis for the first three months but may be discontinued for any reason at any time by request of Senior Management. In addition to other considerations, supervisors are also expected to evaluate the alternative work arrangement based on outcomes/deliverables to determine whether the alternative work arrangement should be discontinued. New employees may also be considered for alternative work arrangements at the discretion of the Department Head.
4. When working off-site from Town facilities the Town of Morrisville accepts no responsibility for damage or repairs to employee-owned equipment used in the course of the employee's job duties. Equipment supplied by the Town is to be used for business purposes only. Employees are expected to ensure the protection of proprietary Town and customer information at all times.
5. Employees are responsible for notifying their supervisor of any injuries sustained by the employee while performing their regular work duties, in accordance with Town Workers' Compensation procedures.
6. All employees, regardless of the work arrangements, who are not exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) will be required to

record all hours worked for payroll purposes. Hours worked in excess of those specified per day and per work week will require the advance approval of the supervisor. Failure to comply with this requirement can result in the immediate cessation of the alternative work arrangement.

Revised 7/1/2023

Section 9. Employment of Relatives

The Town prohibits regular, full-time, and regular, 30-hour employment of immediate family within the same department. Additional or other work arrangements may be evaluated prior to hiring, for example in a capacity where the individuals would work closely together on a regular basis. The term “immediate family” shall be understood to refer to the degree of closeness or relationship, which would suggest that problems might be created within the work unit, or that the public’s philosophy of fair play in providing equal opportunity for employment to qualified individuals, would be violated. The term is also defined as a spouse, parent, guardian, child, sibling, grandparent, grandchild, plus the various combinations of half, step, in-law, and adopted relationships that can be derived from those named. Such relationships may also include others living within the same household or otherwise closely identified with each other.

Part-time employment of relatives will be assessed in consideration of this policy.

A final determination of whether a particular relationship falls within the confines of this policy and could create either morale or conflict of interest concerns, rests solely with the discretion of the Town Manager.

The Town also prohibits the employment of any person in any department who is an immediate family member of individuals holding the following positions: Mayor, Town Council Member, Town Manager, or Town Attorney. Otherwise, the Town will consider employing family members or related persons in the service of the Town with the approval of the Town Manager, provided that such employment does not result in a relative falling within the chain of command of a relative. Employees may not be involved in the recruitment or hiring process of a relative as defined above.

Revised 7/1/2023

Section 10. Job Related Discrimination and Harassment

All supervisors are responsible for creating an atmosphere free of discrimination. Employees are responsible for respecting the rights of their coworkers.

If an employee experiences any job-related discrimination or harassment on the basis of race, natural hair or hairstyles, ethnicity, creed, color, religious belief or non-belief, sex, pregnancy, sexual orientation, gender identity or expression, marital or familial status, national origin or ancestry, National Guard or veteran status, political affiliation, age, disability, genetic information, or other protected characteristic, or if the individual believes they have been

treated in an unlawful, discriminatory manner or have been unlawfully harassed, they must promptly report the incident. The employee is required to report the complaint to one of the following: Human Resources Director, Department Head, applicable Senior Manager or Town Manager. A complaint regarding the Town Manager should be reported to the Mayor or Town Attorney. If the complaint is made to anyone other than the Human Resources Director, the notified party has the responsibility to contact the Human Resources Director immediately following notification of the complaint. Once made aware of the complaint, the Town is committed to commence an immediate, thorough investigation of the allegations. Complaints will be kept confidential to the maximum extent possible consistent with a thorough investigation and applicable law.

If, at the completion of the investigation, the Town determines that an employee is guilty of discriminatory or harassing behavior, appropriate disciplinary action will be taken against the offending employee, up to and including termination.

The Town prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in the complaint investigation. However, if, after investigating any complaint of unlawful discrimination, the Town determines that any employee intentionally provided false information regarding the complaint, disciplinary action may be taken against the employee who gave the false information.

Revised 7/1/2023

Section 11. Sexual Harassment

It is the policy of the Town of Morrisville to provide a work environment that is free from sexual harassment. The Town opposes and prohibits sexual harassment by supervisors and employees of the Town in any form. Sexual Harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when 1) submission to such conduct is made either explicitly or implicitly of a sexual term or condition of an individual's employment; 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or 3) 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. Harassment, either intentional or unintentional, has no place in the workplace.

Some examples of sexual harassment include:

1. Inappropriate use, either explicitly or implicitly, of a sexual term or condition which affects an individual's employment. (quid pro quo - this for that);
2. Inappropriate touching, such as patting, pinching, or brushing against another's body in either a casual or formal setting;
3. Conduct, which has the purpose or effect of unreasonably interfering with another employee's work performance or negative impact in the ability to do their job;

4. Intimidating actions or conversations to cause a hostile work environment;
5. Inappropriate use of Internet resources or electronic communication, including social media, that may ridicule, intimidate, or degrade an individual;
6. Display of pictures, photos, or signs that contain sexually implicit or explicit language or images;
7. Sexually oriented “kidding,” “teasing,” or “practical jokes”;
8. Jokes about gender specific traits;
9. Foul or obscene language or gestures; or
10. Other behavior that may be deemed to create a hostile environment in the workplace.

Section 12. Reporting Incidences of Harassment

The Town cannot resolve matters that are not brought to its attention. If an employee believes that they have been harassed, they should:

1. Remain calm and professional.
2. If comfortable, let the individual know right away that the individual’s behavior is unwelcome. Be direct and candid with the person.
3. When reporting the harassment, be prepared to tell all of the facts surrounding the incident. Give the who, what, when, where and how.

All employees, regardless of position, are required to report any incidents of sexual harassment. Any employee (i) who believes they are experiencing sexual harassment in the workplace, (ii) who has witnessed sexual harassment in the workplace by anyone, or (iii) who has become aware of possible sexual harassment in the workplace by any employee, supervisor, Department Head or above, or by non-employees, is required to immediately bring the matter to the Town’s attention. The employee is required to report the complaint to one of the following: Human Resources Director, Department Head, applicable Senior Manager or Town Manager. A complaint regarding the Town Manager should be reported to the Mayor or Town Attorney. The notified party has the responsibility to contact the Human Resources Department immediately following notification of sexual harassment allegations. Upon notification to Human Resources, the following will occur:

1. A Human Resources representative will meet with the employee to discuss the complaint and/or issues, and if necessary, initiate an investigation.
2. Human Resources will conduct the appropriate investigations.

3. Based on their findings, Senior Management will take effective corrective, disciplinary action up to and including termination.

Revised 7/1/2023

Section 13. Protection Against Retaliation

Retaliatory action against anyone filing a complaint of any type of discrimination, including sexual harassment, is strictly prohibited. Complaints of harassment will be kept as confidential as possible. Information will be released only on a “need to know” basis. The Human Resources Department and the Town Manager will strive to establish safeguards against retaliation during the investigation and after its completion. If the Town determines that any employee intentionally retaliated against a complainant of discrimination, disciplinary action may be taken against the employee responsible for the retaliatory conduct.

Revised 7/1/2023

Section 14. Acceptance of Gifts and Favors

No official or employee of the Town shall accept any gift, favor, gratuity, or thing of value that may tend to influence such employee in the discharge or the employee’s duties or grant in the discharge of duty an improper favor, service, or thing of value. Gratuity is defined as something given voluntarily beyond obligation in return for or in anticipation of some service.

The Town recognizes residents may want to show appreciation for work with a non- monetary, de minimis gift on a non-routine basis. Should these matters arise, employees are to contact their Department Head for additional guidance and refer to the Comprehensive Fiscal/Financial Policies and Procedures section on “Gifts and Favors”. The Town also reserves the right to determine if a gift rises above the de minimis level and prohibit receipt.

No employee shall grant any improper favor, service, or thing of value in the discharge of duties.

Special Note:

Police, Fire, Inspection, and Code Enforcement personnel shall exercise a high level of restraint avoiding the personal acceptance of gifts and favors. While residents and business owners likely are truly thankful for services received it is inappropriate to accept these offers. Sometimes residents and business owners may believe that they should receive special treatment or a higher level of service because they previously provided gratuities. Should residents or business owners desire to provide holiday gifts to the Town or departments, the gifts are to be shared openly with all members of the department or building. Town staff shall encourage residents and business owners who feel obligated to share holiday gifts with Town employees to contribute gifts to bona-fide charities and may do so on behalf of the Town of Morrisville or a department of the Town.

Section 15. Solicitation of or by Employees

In order to facilitate the efficiency and effectiveness of Town operations, the Town of Morrisville restricts oral and written solicitations and distributions of information/materials on our premises.

Standard Practice and Procedure:

1. Employees are not to solicit or be solicited during their working time other than for Town of Morrisville business purposes. Working time is when the performance of job duties is expected. It does not include time such as before/after a work shift, during breaks, and during lunch periods.
2. Employees are not to distribute or receive information/materials during their working time and/or in their working areas. Working areas are where the performance of job duties is expected. As a general rule, working areas do not include break rooms, parking lots, cafeterias, and restrooms.
3. Town of Morrisville assets such as stationery, meeting rooms, the Town intranet & emails, bulletin boards, telephones, computers, copiers, and handheld communication devices are not to be used for purposes other than Town business without supervisory approval.

Section 16. Safety

It is the goal of the Town to establish a safe work environment for employees. The Town shall establish a safety program including policies and procedures regarding safety practices and precautions and training in safety methods. Department Heads and supervisors are responsible for ensuring the safe work procedures of all employees and for providing necessary safety training programs. Employees shall follow the safety policies and procedures and attend safety-training programs. Employees who violate such policies and procedures shall be subject to disciplinary action up to and including termination.

In compliance with OSHA regulations, new employees will receive safety training orientation prior to reporting to their work site.

Firearms policy

No Town official or employee may carry a firearm of any kind, whether concealed or otherwise, while on Town property, including while in Town vehicles. This policy shall not apply to sworn law enforcement personnel who will carry their badge and identification card at all times when armed with a firearm. If the firearm is being carried in the open, the officer must have their badge conspicuously displayed. These rules apply when the officer is on duty whether in plain clothes or in uniform unless the officer is “undercover”. An officer shall not carry a concealed weapon while consuming alcohol or any controlled substance.

Section 17. Immigration Law Requirements

All employees are required to furnish proof of a legal right to work in the United States.

Revised 7/1/2023

Section 18. Drug Screening and Criminal Background Checks

The Town is firmly committed to maintaining a drug and alcohol-free work environment in order to ensure the safety and welfare of the general public and all Town employees and to establish, administer, and enforce substance abuse processes and procedures within the Town.

All candidates who have been extended a conditional offer of employment with the Town are subject to a criminal background check and are required to have a drug test administered prior to employment. Employees who hold positions that either require a CDL license or are designated as “safety-sensitive” shall also be subject to random drug testing once they are employed by the Town. Failure to cooperate with these testing procedures is grounds for denial of employment or disciplinary action up to and including termination as set forth by the Town’s [Drug and Alcohol Policy](#).

Section 19. Tobacco Use and Vaping

Smoking, the use of a vapor product (i.e., “vaping”), and other uses of tobacco products by employees is prohibited in Town buildings, on Town property (owned, leased, or otherwise under Town control) within fifty feet of any building entrance, and in Town vehicles. Use of these items is only permitted in accordance with these guidelines and only by an employee who is on a break. Employees are responsible for discarding of their refuse properly and shall not litter on Town grounds.

The term “smoking” includes the use or possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product. The term “tobacco product” includes a cigarette, cigar, or any other product that contains tobacco and is intended for inhalation or oral use. The term “vapor product” includes any nonlighted, noncombustible product that employs a mechanical heating element, battery, or electronic circuit regardless of shape or size and that can be used to produce vapor from nicotine in a solution. The term includes any vapor cartridge or other container of nicotine in a solution or other form that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device.

Revised 7/1/2023

Section 20. Appropriate Dress and Use of Town Logo

Employees shall represent the Town in a professional manner at all times and dress appropriately for conducting such business. This policy includes both dress and the appropriate usage of the Town Logo/Seal for electronic communications as expressed in the

IT Security Policy:

“The Town of Morrisville seal, logo, the domain name “townofmorrisville.org” and “morrisvillenc.gov”, and certain custom artwork are property of the Town of Morrisville. The use of these properties shall be for the conducting of official Town business only.”

The same professional standards of behavior also apply when wearing Town Logo/Seal marked clothing after work hours.

Departments have authority to use discretion to determine what constitutes appropriate dress for the department. Supervisors shall advise employees of the appropriate dress or uniform for certain positions as well as items of clothing or shoes that are prohibited if they present a safety hazard, if they do not promote a professional image or, following consultation with Human Resources, may be determined to be offensive to members of the public.

All employees are expected to be neat, clean, and appropriately dressed according to the following guidelines:

1. If issued, identification badges should be worn at all times during the work shift.
2. All clothes should be clean and of proper fit. If uniforms are required, they must be of the established color and style specified for the department.
3. Clothing that in any way advertises or promotes businesses or brands is prohibited, so as not to appear to endorse any product or service.
4. Hair must be secured so that it does not interfere with job performance or pose a safety threat.
5. Any tattoo, body piercing, etc., that is visible and presents a safety hazard, or may be determined to be offensive to members of the public, as determined by the respective Department Head in consultation with Human Resources, must be completely covered at all times.
6. Safety toed shoes and boots may be required in specific departments.

Exceptions to this policy due to religious or medical needs will be reviewed by the Department Head and Human Resources. Additional information may be required from an employee to properly assess medical and religious accommodation requests and business and safety needs.

Revised 7/1/2023

ARTICLE VI. EMPLOYEE BENEFITS

Section 1. Eligibility

All full-time, regular employees of the Town are eligible for employee benefits as provided for in this Article and such benefits are subject to change at the Town's discretion. See Human Resources regarding specific eligibility requirements and cost.

Thirty-hour, regular employees are eligible for medical benefits, Local Government Employees' Retirement System, Town sponsored 401k plan, long-term disability, Employee Assistance Program (EAP), pro-rated sick and vacation leave, and pro-rated holiday pay.

Part-time employees in positions classified as regular who are scheduled to work more than 1000 hours per year are eligible for holiday pay and vacation and sick leave accruals on a pro-rated basis. In addition, they are also eligible to participate in the Local Government Employees' Retirement System.

Generally, temporary positions are not entitled to Town benefits; however, positions meeting certain hours thresholds will be entitled to medical insurance benefits to the extent required by law.

Revised 7/1/2023

Section 2. Group Medical and Dental Insurance

The Town provides group medical and dental insurance programs for full-time regular, applicable part-time employees who meet the minimum hours requirements, and Council members. Information concerning coverage, costs, and benefits shall be available to all employees through the Human Resources Department.

Covered employees and/or dependents who separate from the Town's group medical policy will have the opportunity for a temporary extension of their health insurance in accordance with the provision of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Section 3. Life and Long-Term Disability Insurance

The Town provides paid life and long-term disability insurance to its full-time employees. Employees working in a regular, 30-hour authorized position are eligible for long-term disability insurance. Information on eligibility, costs, coverage, and benefits are available from the Human Resources Department.

Revised 4/27/2021

Section 4. Other Optional Group Insurance Plans

The Town may make other group insurance plans available to employees upon authorization of the Town Manager.

Section 5. Retirement

The Town contributes a specified percentage to the Local Government Employees' Retirement System (LGERS) as approved every fiscal year and requires that the employee contribute 6% of gross salary to the plan. Participation begins on the first day of employment. Contact Human Resources for the current Town contribution percentage.

After one year of membership service as an LGERS contributing member, active employees are covered by a death benefit equal to the highest consecutive 12 months of salary (during the prior 24-month period prior to death) up to \$50,000 (minimum of \$25,000).

Revised 7/1/2023

Section 6. Supplemental Retirement Benefits

The Town allows all regular full-time and certain regular, part-time employees meeting certain minimum work hour thresholds to defer a portion of their income before taxes into a tax deferred plan.

The Town is required by state law to provide a minimum contribution of 5% to a 401K plan for active law enforcement personnel and a monthly separation allowance to retired law enforcement officers as required by the General Statutes.

The Town also provides a contribution, as approved by the Town Council, to a 401K plan for all regular, full-time, and part-time employees meeting certain minimum hour thresholds. Contact the Human Resources Department for the current percentage contribution and the minimum required hours for eligibility.

Section 7. Employee Recognition Years of Town Service Recognition

Employees are recognized for their years of service to the Town of Morrisville as they reach each five-year milestone. Recognized service with the Town includes all periods of employment and may also include nonconsecutive employment timeframes (i.e., rehired employees). Approved leaves of absence, such as Military and Family Medical Leave, are not deducted from the length of service.

Active employees meeting the eligibility requirements shall be recognized during an annual service recognition ceremony.

Retiree Recognition

Employees retiring from the Town of Morrisville may be recognized through a small reception/gathering for which the Town will provide light refreshments (cake and ice cream, for example). The Town also provides a memento recognizing the employee's service. Departments may also consider expanded retirement recognition including lunches, dinners, gifts, or similar activities at their own expense (not using Town funds).

The employee may also be recognized at a Town Council meeting.

Revised 7/1/2023

Section 8. Employee Assistance Program (EAP)

The Town's Human Resources Department administers an Employee Assistance Program which is designed to assist in the identification and resolution of concerns or problems, which may adversely affect an employee's personal or professional well-being or job performance. Personal concerns which may be addressed include but are not limited to: health, marital status, family, financial, substance abuse, emotional/stress, legal questions, compulsive gambling, workplace effectiveness, coping with grief and loss, as well as other personal matters.

Problem assessment services are designed to be confidential, appropriate, and timely. Appropriate steps shall be taken to ensure confidentiality of records for employees admitted to the program. EAP also provides expert referral services for appropriate diagnosis, treatment, and follow-up with:

1. Qualified referrals to experienced counselors (for up to three consultations),
2. Referrals for child or elder care services,
3. Legal advice, including free consultations and discounted legal services,
4. Financial counseling for assistance with debt management and budget planning, and
5. Referrals to support groups (Alcoholics Anonymous, Overeaters Anonymous, Gamblers Anonymous, and others).

Confidential EAP services are offered to employees and covered family members.

Employee Referrals

The Town's Human Resource Department will provide training to designated supervisory personnel on EAP Program Services, the supervisor's role and responsibility, and

identification of employee behaviors which would indicate the existence of employee concerns, problems and or issues that could impact employee job performance and/or overall well-being. Supervisors, with Human Resources review and coordination, may request to initiate an employee directed referral for EAP services under certain conditions. Additional information may be obtained from Human Resources.

Revised 4/27/2021

Section 9. Workers' Compensation

All employees of the Town are covered by the North Carolina Workers' Compensation Act. For more information, please refer to the Workers Compensation Policy provided by the Safety and Risk Manager.

Section 10. Unemployment Compensation

Town employees are covered by unemployment insurance. Town employees who are terminated due to a reduction in force or released from Town service may apply for benefits through the local Division of Employment Security office, where a determination of eligibility will be made.

Section 11. Professional Development

All employees who wish to further their education are encouraged to do so. The Town will determine what classes, certifications, continuing education, etc. The Town will pay for. Funds for professional development must be approved and budgeted for annually. Courses, which may not be required, but are felt to be beneficial to the Town and its employees, may be approved, but are reviewed on an individual basis by the Department Head or above, as applicable. The Department Head will also review each situation to determine if such courses will be paid for by the Town, by the employee, or shared by both. The Department Head/Senior Manager will determine whether absence from work as a result of these courses can be justified at the particular time.

Section 12. Education Assistance/Tuition Reimbursement

It is the policy of the Town of Morrisville to provide educational opportunities to eligible employees who desire to further their education in a career field that would benefit the Town and to increase their ability and knowledge to pursue promotional opportunities subject to available funds and budget availability. Employees interested in pursuing a degree for both on-site and online programs of study from an accredited university, community college, professional organization, or certification program shall submit an application form annually for Town approval. Priority will be given to employees in a degree program for which approval has been given in the prior budget year (assuming the employee continues to meet all policy requirements).

The Town of Morrisville will reimburse employees who have completed an approved course with a grade of 'B' or better. Only tuition costs are eligible for reimbursement and may be payable to the employee upon budget availability and receipt of documentation from the educational institution. The amount of the tuition reimbursement will be determined based on the number of applicants enrolled annually and budget availability and at a maximum flat rate set annually. Books and additional fees are not eligible for reimbursement. A Tuition Reimbursement Request Form must be submitted and approved for each class, up to two per fiscal year. The Town does not provide tuition reimbursement for courses in pursuit of a doctorate degree. The requests will be reviewed to ensure the criteria have been met.

Employees are expected to pursue coursework outside regular work hours whenever possible; however, if a particular course is only available during scheduled work hours the Department Head is permitted to provide flexible scheduling and the approval of accrued leave usage as possible.

All full-time regular employees who have successfully completed the Town's Introductory Period are eligible to receive this benefit. Eligible employees must be employed continuously for the entire academic session in order to qualify for reimbursement. Employees are required to continue Town employment for one year from the date of the tuition reimbursement. Employees separating from Town employment prior to one year from reimbursement must repay the Town the total amount of the reimbursement(s) received for the year calculated by counting backwards one year from the last day of work. Tuition reimbursement monies owed to the Town may be deducted from any compensation received upon the employee's separation from employment as indicated on the employee's signed Tuition Reimbursement application form.

Employees receiving additional reimbursements for coursework from sources outside the Town may not receive total reimbursements in excess of 100 percent of the total tuition cost. It is the employee's responsibility to notify the Town of any additional reimbursements received or pending when requesting reimbursement from the Town.

Revised 7/1/2023

Section 13. Other-Miscellaneous

Town employees may be offered additional benefits from companies due to their employment status with a local government employer. Examples may include discounted memberships or rates, free passes, complementary meals, etc. These opportunities will be communicated, and employees may voluntarily elect to participate.

Section 14. Pre-Tax (Section 125) Benefits

The Town offers pre-tax deductions for benefits premiums, dependent care, flexible medical spending accounts, and certain voluntary benefits. Specific information on these plans is available from the Human Resources Department.

Section 15. Town Facility and Program Benefits

The Town offers Full-Time and regular, Part-time (20 hour and 30 hour) employees and their immediate family members a free family (partner and dependent children up to age 23) membership to the Aquatics & Fitness Center. They are also eligible to pay the resident rate for fee-based programs and classes and facility rentals operated by the Parks, Recreation, and Cultural Resources Department. Town of Morrisville retirees and their partners are eligible for free membership to the Aquatics & Fitness Center. Refer to the department's Fees and Charges policy for further details on eligibility and any exclusions.

Temporary employees that are also Morrisville residents are eligible for a free individual membership to the Aquatics and Fitness Center during their employment.

Any fees and charges will be paid at the rate(s) in effect at that time.

Revised 7/1/2023

Section 16. Cell Phone and Cell Phone Stipend

Many Town job functions require employees to be available and in communication with Town personnel and/or others when they are away from their office and/or after their normal duty hours. These factors make it advantageous for certain employees to obtain and use cell phone service for work purposes.

If authorized, it is at the discretion of the employee to determine whether they prefer to have a cell phone issued or to have a monthly stipend at the current rate approved by the Town Manager. If a stipend is selected, that stipend is only to defray the cost of cellular service. The employee remains responsible for any other equipment-related costs, to include the repair or replacement of their cell phone. The stipend shall be made in arrears in the month following the cell phone service month. If a stipend is paid to an employee, any use of the cell phone for texting or other communication for Town business will be subject to a public records request. The employee's cell phone number will be listed in the Town's phone directory unless a legal exemption exists.

Contact Human Resources or refer to the Cell Phone Procedure for more information on this program.

ARTICLE VII. HOLIDAYS AND LEAVES OF ABSENCE

Section 1. Policy

The policy of the Town is to provide vacation leave, sick leave, holiday leave, and other leaves of absence, as described below, to all full-time and part-time employees in a regular position with the Town. Employees must exhaust all eligible accrued paid leave and/or comp-time/paid time-off before going on an unpaid status except in circumstances where an employee is receiving disability payments or is on a military leave of absence.

Revised 4/27/2021

Section 2. Holidays

Regular employees will be compensated for observed holidays at their regular rate of pay (See below for a list of observed holidays).

Observed Holidays

The policy of the Town is to follow the holiday schedule listed below: Each holiday is equivalent to eight hours per holiday for regular, 40-hour schedule employees; six hours per holiday for regular, 30-hour schedule employees; and four hours per holiday for regular, 20-hour schedule employees.

- | | |
|----------------------------------|--|
| New Year’s Day | Labor Day |
| Martin Luther King, Jr. Birthday | Veteran’s Day |
| Good Friday | Thanksgiving Day and day after Thanksgiving |
| Memorial Day | Winter Holiday - three days (determined each year) |
| Independence Day | |

Observed holidays that occur during vacation, sick or other paid leave periods for regular employees shall not be considered or counted as vacation, sick, or other leave.

The holiday schedule will be determined annually.

Floating Holidays

Employees will also be entitled to receive two (2) additional floating holidays based upon employment classification. Employees hired 7/1 or later will receive one (1) floating holiday for the calendar year in which they were hired. Each floating holiday is equivalent to the following:

- 8 hours for employees working a 40-hour schedule
- 6 hours for employees working a 30-hour schedule
- 4 hours for employees working a 20-hour schedule
- 12.2 hours for Police shift personnel
- 24 hours for Fire shift personnel

Requests should be submitted to the Department Head with at least 30-day notice. Floating holidays may be used in hourly increments or as a full day. Floating holidays expire at the end of each calendar year if not used.

Public Safety Holidays

Law Enforcement Officers who are assigned to a shift schedule will receive eight hours of holiday pay on their designated holiday shifts.

Firefighters who are assigned to a shift schedule will receive twelve hours of holiday pay on their designated holiday shifts.

Law Enforcement and Firefighters on shift schedule are required to use vacation or sick leave to be compensated for any regularly scheduled hours not worked on their designated holiday.

Revised 7/1/2023

Section 3. Holidays: Compensation When Work is Required

Note: Law Enforcement and Fire shift personnel are excluded from this policy.

Non-exempt employees required to perform work on regularly scheduled holidays (see Article VII, section 2) shall receive regular pay for those hours worked (in addition to their holiday pay). If those hours, combined with the other physically worked hours of that week, exceed the FLSA established limit (usually 40 hours in the seven-day work period), the employee shall be compensated in either time or pay at the appropriate overtime rate. See Article III section 12 for more information on overtime provision for general employees.

Work performed by non-exempt employees covered by the Town's special events policy will be paid in accordance with that policy.

Revised 7/1/2023

Section 4. Vacation Leave

Vacation leave is intended to be used for rest and relaxation and may be used for medical appointments or sickness. In the event an employee is not entitled to paid leave that employee will be granted up to four hours of unpaid leave so the employee may attend school event(s). Employees may also donate certain amounts of vacation leave to other employees that have extremely serious and prolonged medical conditions. Provisions for this use are outlined in Section 15 of this Article.

Section 5. Vacation Leave: Accrual Rate

All eligible employees will accrue vacation pay in accordance with the schedule below.

Vacation Leave Accrual Rate (Bi-monthly)

Years of Service	0 to 2 Years	2 to 5 Years	5 to 10 Years	10 to 15 Years	15 to 20 Years	20 Years or more
General Employees	4 Hrs.	4.665 Hrs.	5.665 Hrs.	6.665 Hrs.	7.665 Hrs.	8.665 Hrs.
Police Shifts	4.2 Hrs.	4.9 Hrs.	5.95 Hrs.	7 Hrs.	8.05 HR	9.1 Hrs.
Fire Shifts	6 Hrs.	7 Hrs.	8.5 Hrs.	10 Hrs.	11.5 Hrs.	13 Hrs.
Regular, Part-Time 30 hours/week	3 Hrs.	3.495 Hrs.	4.25 Hrs.	5 Hrs.	5.755 Hrs.	6.495 Hrs.
Regular, Part-Time 20 hours/week	2 Hrs.	2.335 Hrs.	2.835 Hrs.	3.335 Hrs.	3.835 Hrs.	4.335 Hrs.

Vacation leave accrual rates are based on creditable years of service with the Local Government Employees Retirement System (LGERS) and the Teachers and State Employees Retirement System (TSERS) and balances cannot be transferred from other municipalities. Only active service is considered eligible to determine the accrual rate. Withdrawn and/or purchased service are not eligible when determining the accrual rate. The ORBIT Reporting system will be used to determine an employee's creditable years of service when determining the accrual rate.

Accruals occur twice a month. Employees may only use the hours that are accrued in their vacation leave bank when entering their time.

Employees must exhaust all accrued eligible paid leave and/or comp-time before going on an unpaid status except in circumstances where an employee is receiving disability payments or is on a military leave of absence. Once an employee has exhausted all eligible paid leave, they will cease to earn accruals until they are back actively at work unless on approved Family Medical Leave. Any leave accrued during a leave of absence will be deducted prior to any shared leave.

Revised 7/1/2023

Section 6. Vacation Leave: Maximum Accumulation

Vacation leave may accumulate with no maximum during the calendar year. At the end of the calendar year, a maximum number of hours may roll over to the following calendar year according to the following schedule:

1. Maximum of 240 hours for regular, full-time employees,
2. Maximum of 180 hours for regular, 30-hour employees,
3. Maximum of 120 hours for regular, 20- hour employees,

4. Maximum of 360 hours for Firefighters working a shift schedule, and
5. Maximum of 252 hours for Law Enforcement Officers working a shift schedule.

At the end of each calendar year, any vacation accrual in excess of the maximum shall be transferred to the employee's sick leave account. The maximum amount of accrued vacation leave paid out when separated is as follows:

1. 240 hours for regular, full-time employees,
2. 180 hours for regular, 30-hour employees,
3. 120 hours for regular, 20-hour employees,
4. 360 hours for Firefighters working a shift schedule, and
5. 252 for Law Enforcement Officers working a shift schedule.

Upon separation, any vacation accrued above the maximum amounts is transferred to the employee's sick leave balance.

Refer to Section 9 of this Article regarding the requirements for the payment of accrued vacation upon separation from Town employment.

Revised 7/1/2023

Section 7. Vacation Leave: Manner of Taking

Vacation leave may be taken as earned by the employee but is subject to the approval of the Department Head and may be disapproved depending on the needs of the department. Vacation leave that is taken will be rounded up to the nearest one-quarter hour increment.

When foreseeable, all vacation requests shall be submitted to the Department Head with at least 30-day notice.

Revised 7/1/2023

Section 8. Vacation Leave: Payment Upon Separation

Except as set forth below, an employee who has successfully completed the Introductory Period will normally be paid for accumulated vacation leave upon separation, provided notice is given to the supervisor in accordance with Article VIII, Section 2 Resignation. Failure to provide or work the minimum notice shall result in forfeiture of payment for accumulated vacation leave, except in instances where an employee must use sick leave, in accordance with Article VII, section 11, in which case a doctor's note must be submitted in order to receive pay out for vacation.

Any other requests to receive vacation pay out without minimum notice must be presented in writing to the Department Head. A committee consisting of the Human Resources staff and Senior Management will review the request. The committee will take into consideration the following: whether or not the employee had control over the length of notice they could give (i.e.: family emergency or some other unforeseen circumstance); whether the employee received any disciplinary action within the last few months; any other outstanding factors that could have influenced the employee's decision to leave on short notice. The committee will also consider past situations where exceptions to vacation pay out has been granted or denied ensuring fairness and consistency. The notice requirement may also be waived by the Committee when deemed to be in the best interest of the Town.

Employees who are involuntarily separated will not be paid out their accumulated vacation leave.

Employees who have not successfully completed the Introductory Period who voluntarily or involuntarily separate from the Town or provide notice of separation prior to completion of the Introductory Period will not receive payment for accumulated vacation leave.

The maximum amount of vacation leave to be paid out at separation is as follows:

1. 240 hours for regular, full-time employees,
2. 180 hours for regular, 30-hour employees,
3. 120 hours for regular, 20-hour employees,
4. 360 hours for Firefighters working a shift schedule, and
5. 252 hours for Law Enforcement Officers working a shift schedule.

Based on the time of separation, any vacation leave owed the Town shall be deducted from the employee's final pay. Upon separation, any accrued leave above the maximums will be transferred to the employee's sick leave balance.

Revised 7/1/2023

Section 9. Vacation Leave: Payment Upon Death

The estate of an employee who dies while employed by the Town shall be entitled to payment of all the accumulated vacation leave credited to the employee's account not to exceed the maximums established in Section 9 of this Article.

Section 10. Sick Leave

Sick leave with pay is not a right that an employee may demand, but a privilege granted for the benefit of an employee when sick.

Sick leave may be granted to an employee absent from work for any of the following reasons: sickness, bodily injury, required physical or dental examination or treatment, or exposure to a contagious disease, when continuing work might jeopardize the health of others.

Sick leave may be used when an employee must care for a member of their immediate family who is ill but may not be used to care for healthy children when the regular caregiver is sick.

“Immediate family” shall be defined as spouse, parent, guardian, children, sibling, grandparents, grandchildren plus the various combination of half, step, in-law, and adopted relationship that can be derived from those named. The definition also includes individuals living in the same household who share a relationship comparable to immediate family members.

Sick leave runs concurrently with other types of leave including Family Medical Leave. Sick leave may also be used to supplement Workers’ Compensation Disability Leave both during the waiting period before Workers’ Compensation benefits begin, and afterward to supplement the remaining salary, except that employees may not exceed their regular salary amount using this provision.

In accordance with the department’s guidelines, employees are expected to notify the supervisor of the need to take sick leave, but notice shall be no later than the beginning of the scheduled workday. If the employee is unable, then the employee is expected to ask someone to notify the supervisor on the employee’s behalf. Emergency situations will be reviewed on a case-by-case basis. Failure to notify the supervisor appropriately may result in disciplinary action. Sick leave shall be taken by rounding up to the nearest one quarter of an hour.

A new employee who has separated from another North Carolina government agency can transfer sick leave from that agency to the Town. Written verification from the previous employer that verifies the sick leave balance must be submitted to the Human Resources Department. The Town currently accepts the full sick leave balance.

Rehired employees who return to work for the Town may have their sick leave balance reinstated if they have not already transferred their balance to another government agency.

Employees who separate from Town employment during the Introductory Period (either voluntarily or involuntarily) may only transfer sick leave from their previous employer less any hours used and are not permitted to transfer accumulated sick leave earned during Town employment.

Revised 7/1/2023

Section 11. Sick Leave: Accrual Rate Accumulation

Employees accrue sick leave based on the following schedule:

1. 4 hours bi-monthly (12 days per year) for regular, fulltime employees,

2. 3 hours bi-monthly for regular, 30-hour employees (30-39 hours/week):
3. Regular, part-time employees (20-29 hours/week): 2 hours bi-monthly
4. Firefighters (on shift): 6 hours bi-monthly based on the 24-hour schedule.
5. Police (on shift): 4.2 hours bi-monthly

Accruals occur bi-monthly. Employees may only use the hours that currently show in their sick leave bank when entering their time.

Employees must exhaust all eligible accrued paid leave and/or comp-time before going on an unpaid status except in circumstances where an employee is receiving disability payments or is on a military leave of absence. Once an employee has exhausted all eligible paid leave, they will cease to earn accruals until they are back actively at work unless on approved Family Medical Leave. Any leave accrued during a leave of absence will be deducted prior to any shared leave.

Employees are not permitted to take accrued leave until it is earned. However, new employees will be permitted to take the equivalent of the amount of sick leave accrued over a five-month period (i.e.: 40 hours for general employees) during the first six months of employment when all leave accruals are exhausted. NOTE: the sick leave provided will be prorated by the amount of sick leave accrued during the period of employment so as not to exceed the amount accrued over a five-month period. The reason for taking leave must be in accordance with Article VII, Section 11 of the personnel policies. In this case, the employee's accrual bank will go into the "negative" and be reimbursed with future accruals. Should the employee separate from service before their accrual bank has balanced, then the Town will deduct the value of whatever sick leave is owed the Town from the employee's final pay.

Employees may not work from home when sick without prior supervisor approval.

Revised 7/1/2023

Section 12. Sick Leave: Medical Certification

The employee's supervisor and above in the management chain may require a doctor's note for any unscheduled absences due to illness or for absences due to illness lasting three or more days. In addition, the employee's supervisor and above in the management chain may require a physician's certificate stating the nature of the employee's capacity to resume duties as may be appropriate following use of sick leave or whenever the supervisor observes a "pattern of absenteeism." The employee may be required to submit to such medical examination or inquiry, as the Department Head deems appropriate. The Department Head shall be responsible for the application of this provision to the end that:

1. Employees shall not be on duty when they might endanger their health or the health of other employees; and

2. There will be no abuse of leave privileges.

Claiming sick leave under false pretense to obtain a day off with pay shall subject the employee to disciplinary action up to and including termination.

Section 13. Sick Leave: Payment Upon Separation

Sick leave is not payable upon employment separation.

Accumulated sick leave shall remain on record in the event the employee is rehired. The time must not have been transferred to another governmental agency.

If an employee is involuntarily terminated or terminates employment prior to completing the Introductory period (either voluntarily or involuntarily) accrued Town sick leave may not be transferred.

Section 14. Bereavement Leave

Employees are provided up to three (3) calendar days of Town provided bereavement leave each calendar year at full pay for bereavement and attending funeral services.

Two (2) additional days of employee's leave up to a total of five days of leave per occurrence may be used with prior approval of the Department Head and will be charged to the employee's accrued vacation leave, sick leave, compensatory time, Paid Time Off or leave without pay.

The maximum total leave (bereavement, sick, vacation, PTO, or compensatory time) permitted for bereavement purposes is five days for any one occurrence.

When not covered by the Town provided bereavement leave an employee may not exceed three days of sick leave for any one occurrence, except by special permission of the Department Head or above. With approval, the maximum sick leave permitted for bereavement purposes is five days for any one occurrence.

Effective 7/1/2023

Section 15. Leave for Parent Involvement in Schools

In accordance with North Carolina state law, an employee who is a parent, guardian, or individual acting in place of a parent of a school-aged child is allowed four (4) hours unpaid leave during each twelve (12) month period so that the employee may attend or otherwise be involved at that child's school. In lieu of taking unpaid leave, employees may use accrued compensatory, PTO or vacation leave in accordance with the applicable leave policy. Any leave under this section is subject to the following conditions:

1. The leave shall be at a mutually agreed upon time between the Town and the employee;
2. The employee must provide the employee's supervisor with a request for leave at least 48 hours before the time desired for the leave; and

3. The employee must provide, upon request of the Town, written verification from the child's school that the employee attended or was otherwise involved at that school during the time of the leave.

Revised 7/1/2023

Section 16. Shared Leave

In order to assist regular full and part-time employees who are not able to work as a result of a prolonged and serious health or mental condition, either due to the employee's or an immediate family member's condition and approved FMLA qualifying condition (refer to Article VII, Section 16), the Town has a Shared Leave program to allow other employees with eligible leave to donate hours toward another employee. The Town will use the FMLA definition of "serious health condition" as a guide to assist in determining which situations qualify for shared leave. Employees may request to utilize this benefit once per qualifying condition.

Requests for shared leave for non-FMLA related purposes may be made to the Town Manager. If approved, employees may only donate vacation leave.

Procedures and Provisions:

Requests for shared leave shall be made in writing to the Human Resources Department by the employee or a member of their immediate family for the employee's use. The Human Resources Department will review each request to ensure the criteria have been met and subsequently make the recommendation to the Town Manager for approval or disapproval on a case-by-case basis. The Human Resources Department will announce the need for donated leave and will request those wishing to donate leave to notify their office. All requests for donated leave and for donors giving leave must be in writing. The following provisions must apply:

1. Employees in regular status are eligible to donate vacation or sick leave (sick leave may only be donated for FMLA qualifying conditions). Compensatory and other PTO cannot be donated.
2. Donation of leave is permitted after the employee in need has exhausted all vacation and sick leave balances and any accumulated compensatory time or other PTO. The leave will be taken as needed, in order to prevent any excess leave being donated.
3. Employees donating leave must retain at least 40 hours of vacation and 40 hours of sick leave in their own accounts. Employees on shift schedules must maintain the appropriate number of hours that make up five days of sick and vacation time.
4. The employee must be in a full or part time regular status. The limitation and leave balance for regular part time employees is pro-rated.
5. Donors are kept confidential.
6. Use of this benefit is a privilege that presumes prudent and justifiable past use of

earned leave benefits.

Revised 7/1/2023

Section 17. Leaves of Absence

A leave of absence (LOA) is defined as a paid or unpaid approved absence from work for a specified period of time for medical (FMLA), military or personal reasons. (See each LOA category below for a more complete definition of each type of leave of absence).

If an employee finds that they must be out of work for more than three consecutive workdays, they should contact the Human Resources Department to determine if a LOA may be necessary.

If a supervisor observes that an employee is out sick more than three consecutive days, the supervisor is to notify the Human Resources Department. If a supervisor is told by an employee that the employee will need to be out for an extended period of time for reasons other than a normal vacation, the supervisor is to notify Human Resources and instruct the employee to do the same.

The maximum amount of LOA time an employee is allowed to take in any combination of LOAs is 18 weeks in a 12-month time period measured backward from the date an employee begins a leave of absence (rolling period).

LOAs will start on the date of request or date of need; therefore, not after the exhaustion of paid time-off (PTO). Failure to return to work upon the expiration of LOA or refusing an offer of reinstatement for which the employee is qualified will also result in voluntary termination.

Employees must exhaust all accrued paid leave and/or comp-time or other PTO before going on an unpaid status except in circumstances where an employee is receiving disability payments or is on a military leave of absence. If receiving short or long-term disability payments, an employee may choose to supplement the disability payments with paid leave or comp-time, not to exceed 100% of normal biweekly pay (for information on the use of paid-time off while receiving Workers' Compensation payments, please refer to the Workers Compensation Policy). Employees must use paid leave to cover the regularly scheduled work hours that the employee would have worked if not for the leave of absence. Once an employee has exhausted all paid leave, they will cease to earn accruals until they are back actively at work unless on approved Family Medical Leave. Any leave accrued during a leave of absence will be deducted prior to any shared leave. Employees, who are out of work under the provisions of the Family Medical Leave Act (FMLA), Workers' Compensation, Personal Leave, or Administrative Leave are prohibited from engaging in any outside employment during the period of leave (requests for an exception will be reviewed and may be made on a case-by-case basis). Employees who work elsewhere while on leave, except military reserve duty, are considered to have quit voluntarily.

Required Documentation: All requests for a LOA must be made on a "Leave of Absence Request" form and submitted to the immediate supervisor (This form can be obtained from Human Resources and is also available on the intranet under "HR Policies, Procedures &

Forms."). An employee must provide 30 days' advance notice when the need for the leave of absence is foreseeable; for instance, if medical treatments or other events are planned or known in advance. If the leave of absence is not foreseeable, the employee must provide notice to their immediate supervisor as soon as practicable.

Approval: Both the immediate supervisor and Human Resources will review the request. The immediate supervisor will notify the employee as to whether the request was approved, and Human Resources will provide notice if the leave is being designated as FMLA leave. A leave of absence will not be granted to allow an employee time off to seek employment elsewhere or to work for another employer. Employees who begin employment elsewhere while on LOA, except military reserve duty, are considered to have quit voluntarily.

Job Benefits: Benefits will be handled in accordance with State & Federal laws and vendor policies. For more information, contact Human Resources.

Types of Leave

Family Medical Leave (FMLA): On occasion, an employee finds it necessary to be out of work due to a personal illness or to care for a family member who has a serious health condition (as defined by the FMLA). For purposes of this policy, a family member is defined as an employee's spouse, children, and parents.

The Town complies with all requirements of the Family and Medical Leave Act of 1993 (FMLA). The FMLA provides up to 12 weeks of unpaid leave during a 12-month period for eligible employees to care for the employee's child after birth or placement for adoption or foster care, to care for the employee's spouse, child or parent who has a serious health condition, for a serious health condition that makes the employee unable to perform the employee's job, or for qualifying exigencies that arise from the employee's spouse, child or parent is on covered active duty or who has been notified of an impending call or order to covered active duty. An eligible employee who is the spouse, child parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member.

Physician certifications supporting the need for a LOA are required within 15 days of the date of request or, for birth of a child, after the next pre-natal doctor's visit. For an extension of a medical leave of absence, recertification is required. Recertification may also be required in other circumstances. "Certification of Health Care Provider" forms can be obtained from the Human Resources Department. (Medical certification is also required if the leave of absence is for the purpose of caring for a family member).

1. **Eligibility:** Employees who have at least 12 months of service and have worked at least 1,250 hours in the last consecutive 12 months are eligible. Employees who have questions concerning eligibility should contact the Human Resources Department.
2. **Job Protection and Returning to Work after a Medical LOA:** If an employee is on a leave of absence due to FMLA a Fit for Duty form is required if returning in a modified duty capacity or a Release to Full Duty note is required unless the employee

was out to care for a family member or for birth of a child. Eligible employees will be returned to the same or equivalent position with equivalent pay, benefits, and other employment terms provided that medical documentation requirements have been met.

Military Leave: Appropriate military leaves of absence, benefits and reinstatements will be granted pursuant to state and federal law. Employees who are considering or who have been called to service in the uniformed services should contact Human Resources for further details and obligations regarding Military Leaves of Absence.

Personal Leave: The Town Manager may grant a personal leave of absence for unique or extraordinary reasons that may not apply to the other types of LOA provided that, as with all other types of LOA, the maximum amount of LOA time has not been used. The maximum amount of time that can be granted for a personal leave is six weeks in any 12- month period (calculated by using the rolling method). The decision to grant a personal LOA will be based on the business needs of the Town and the employee. Vacation requests that exceed 31 calendar days will be considered a personal leave of absence.

1. **Eligibility:** Employees who have successfully completed the Introductory Period unless exceptions were made at hiring.
2. **Job Protection and Returning to Work after a Personal LOA:** Upon the expiration of the leave, the employee may be returned to their former position if available. If the employee's position is not available, the employee may be offered another available position for which they are qualified. If no position is available when the employee is able to return to work, the employee will be terminated and may apply for the next available position.

Revised 7/1/2023

Section 18. Paid Parental Leave

The Town of Morrisville believes that strong families benefit both the local community and the workplace. The Town offers paid parental leave to enable an employee to care for and bond with a newborn or a child placed for adoption or foster care or legal guardianship within 12 months of the qualifying event. The Town provides up to six weeks of paid leave for regular, full-time and 30-hour employees meeting the eligibility requirements. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave.

Eligibility

Eligible employees must meet the following criteria at the time of the qualifying event:

1. Have been employed with the Town for at least 12 months; and
2. Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the qualifying event; and
3. Work in a regular, full-time or 30-hour position. Employees in any other position, such as regular, part-time, temporary positions as well as employees serving their

Introductory Period, are not eligible for this benefit.

In addition, employees must meet one of the following criteria to request paid parental leave within 12 months of one of the qualifying events below:

1. Birth of a child of the employee; or
2. The legal placement of a child (under the age of 18) with the employee for adoption or foster care; or
3. A child (under the age of 18) for whom the employee permanently assumes and discharges parental responsibilities as a legal guardian.

Amount, Time Frame and Duration of Paid Parental Leave

1. Eligible employees will receive a maximum of six weeks of paid parental leave per birth, adoption, or placement of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the six-week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than six weeks of paid parental leave in a rolling, 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month timeframe.
2. In the case of both parents, and/or legal guardians employed by the Town of Morrisville, with each parent or legal guardian meeting the paid parental leave eligibility, the combined maximum amount of paid parental leave is a combined six weeks during the rolling, 12-month period.
3. Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay or equivalent weekly salary. Paid parental leave will be paid in accordance with the Town's bi-weekly payroll schedule on regularly scheduled pay dates.
4. Approved paid parental leave may be taken at any time during the rolling, 12-month period following the birth, adoption, or placement of a child with the employee. Paid parental leave may not be used or extended beyond this rolling, 12-month timeframe.
5. Employees may take paid parental leave in weekly increments or in one continuous six-week period of leave. Any unused paid parental leave will be forfeited at the end of the rolling, 12-month timeframe.
6. Upon termination of employment, the employee will not be paid for any unused paid parental leave for which they were eligible.
7. Employees separating from Town employment within one year of receiving paid parental leave will be required to reimburse the Town for any paid parental leave taken. The amount will be deducted from any vacation balance first, followed by any remaining sick leave towards the total amount owed. For any remaining parental leave due, the employee must pay the gross remaining amount either through payroll deduction or personal check.

Coordination with Other Town Policies and Benefits

1. Paid parental leave taken under this policy will run concurrently with leave under the FMLA and will be counted toward the 12 weeks of available FMLA leave per a rolling, 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave - whether paid or unpaid - granted to the employee under the FMLA exceed 12 weeks during the rolling, 12-month FMLA period. Refer to the FMLA Policy, under Article VII, Section 16, Leaves of Absence in the Personnel Policies for further guidance on the FMLA.
2. In the event of an employee who has given birth and is enrolled in voluntary short-term disability, they may use paid parental leave during the waiting period and short-term disability for the qualifying medical period for recovery after childbirth. Employees may request that any remaining paid parental leave will commence in weekly increments at the conclusion of any short-term disability leave/benefit up to the six-week maximum benefit. All leave will run concurrently with FMLA. Once short-term disability and paid parental leave are exhausted, employees may substitute accrued sick, vacation, or compensatory time for the balance of FMLA leave (if applicable). Upon exhaustion of accrued sick, vacation, and compensatory time, any remaining FMLA will be unpaid leave.
3. The Town will maintain all benefits for employees during the paid parental leave period in accordance with FMLA.
4. Holidays - Employees working a regular, 40-hour workweek - If a Town holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will be counted towards the six-week paid parental leave maximum and will not extend the total paid parental leave entitlement.
5. Shift employees - If a Town holiday occurs while the employee is on paid parental leave, such day will be charged to paid parental leave.
6. If the employee is on paid parental leave when the Town Manager extends Administrative leave, such as due to inclement weather, that time will be recorded as paid parental leave. Administrative leave will not extend the paid parental leave entitlement.

Requests for Paid Parental Leave

1. The employee will complete a Leave of Absence Request form and submit this form to their supervisor at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as practicable). The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.
2. As is the case with all Town policies, the Town has the exclusive right to interpret this policy.

Effective 7/1/2017

Revised 4/27/2021

Section 19. Military Leave

Military leave is designed for employees who are members of an Armed Forces Reserve organization or National Guard, or any other duty that falls within the uniformed service and is covered under the Uniformed Service Employment and Reemployment Rights Act (USERRA).

1. Military service is defined as any performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty, inactive duty training, full-time National Guard duty, a period for which an employee is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty, or a period for which an employee is absent from a position of employment for the purpose of performing funeral honors duty.
2. If the compensation received from the uniformed service agency while on military leave is less than the pay that would have been earned during the same period as a Town employee, the employee shall receive partial compensation equal to the difference in the base pay earned during this same period as a Town employee. The effect will be to maintain the employee's pay at the normal level during this period.
3. Receiving partial Town compensation for performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority will include active duty, active duty for training, initial active duty, inactive duty training, full-time National Guard duty, etc.
4. Employees may take annual leave or leave without pay or switch shifts with other employees to attend drill as may be approved by their supervisor/manager; however, differential pay is not available for those using paid leave or switching shifts to cover absences.
5. Appropriate claim form(s) provided by the payroll administrator shall be used to report eligible military duty and to make claim for Town partial compensation. While taking military leave the employee's leave credits and other benefits shall continue to accrue as if the employee physically remained with the Town during this period. Employees who are eligible for military leave have all job rights specified by the Uniformed Service Employment and Reemployment Act.

Health Benefits:

1. Health premiums for employees who are performing services in the uniformed services for less than 31 days will remain in effect.
2. Employees who are performing services in the uniformed services for 31 or more days may choose from the following two options:
 - a. Option One: The employee and their dependents may elect to continue health coverage and /or dental benefits through the Town of Morrisville's group policy at full cost to the employee for a period of up to 24 months. See Human Resources for more details.

- b. Option Two: The employee may elect to cancel health and/or dental coverage through the Town of Morrisville, as coverage is provided to all military personnel and their families. Employee's health coverage will be reinstated with no waiting period when the employee returns to active employment with the Town.

Section 20. Reinstatement Following Military service

An active employee called to extended active duty with the United States military forces, who does not volunteer for service beyond the period for which called, shall be reinstated with full benefits provided the employee:

1. Has returned within five years of employment; and
2. Applies for reinstatement within 90 days after the release from military service; and
3. Is able to perform the duties of the former position or similar position; or
4. Is unable to perform the duties of the former position or a similar position due to disability sustained as a result of military service but is able to perform the duties of another position in the service of the Town. In this case the employee shall be employed in such other position as will provide the nearest approximation of the seniority, status, and pay which the employee otherwise would have been provided, if available.

Section 21. Civil Leave

A Town employee called for jury duty or as a court witness for the federal or state governments, or a subdivision thereof, shall receive leave with pay for such duty during the required absence without charge to accumulated leave. The employee may keep fees and travel allowance received for jury or witness duty in addition to regular compensation; except, that employees must turn over to the Town any witness fees or travel allowance awarded by that court for court appearances in connection with official Town duties. While on civil leave, benefits and leave shall accrue as though on regular duty.

Section 22. Administrative Leave

The Town Manager, for purposes considered to be in the public interest, in cases of civil disturbances or in such other circumstances as good judgment and common practice would dictate may authorize administrative leave with or without pay.

Section 23. Leave and Inclement Weather

For the purpose of this section, "public safety employees" are defined as first responders in the Fire, Police, and Public Works Departments.

In the event of severe or inclement weather, the Town Manager may choose to:

1. Close Town offices to the public and non-public safety employees, and provide

Administrative Leave, or

2. Close Town offices to the public but allow non-public safety employees to report to work at their own discretion. In this instance, a “liberal leave” policy will apply, and non-public safety employees may:
 - a. Work remotely with approval from Department Head (where applicable)
 - b. Make the time up within the workweek (with supervisor approval)
 - c. Use Compensatory time, PTO or Vacation time
- d. Sick leave shall only be used when vacation and comp-time or PTO balances have been exhausted.

If a non-exempt employee is unable to use one of the options listed above, the employee may take leave without pay for the hours missed due to inclement weather. Exempt employees must use leave or make up the time if approved. Otherwise, the time will be deducted as leave without pay.

In the event that Town offices are open to employees during inclement weather, an employee who determines that, due to personal safety concerns, they are unable to report to work, is required to notify their supervisor according to established department procedures.

Employees whose job function requires work due to a weather event or other emergency that results in Town offices being closed will be compensated with additional pay of \$250 for each workday/shift during the closure.

Revised 7/1/2023

ARTICLE VIII. SEPARATION AND REINSTATEMENT

Section 1. Types of Separations

All separations of employees from positions in the service of the Town shall be designated as one of the following types: resignation, reduction in force, disability, voluntary retirement, involuntary termination, or death.

Section 2. Resignation

An employee may resign by submitting the resignation and the effective date in writing to the immediate supervisor as far in advance as possible (For retirements, refer to Article VIII Section 5).

1. In most instances, the minimum notice requirement is two weeks.
2. The minimum notice requirement for Department Heads or above is four weeks.
3. Once a two- or four-week notice has been given, the employee is required to physically work all scheduled days within the notice, with the exception that one Town recognized holiday may fall within the notice requirement and will not negatively impact the minimum notice requirement.
4. Failure to provide or work the minimum notice shall result in forfeiture of payment for accumulated vacation leave, except in instances where an employee must use sick leave, in accordance with Article VII, section 11, in which case a doctor's note must be submitted in order to receive pay out for vacation.

Any other requests to receive vacation pay out without providing the required notice must be presented in writing to the Department Head (or the Senior Manager if coming from the Department Head). The Department Head or Senior Manager will then meet with a committee consisting of Human Resources staff and Senior Management to review the request.

1. The committee will take into consideration the following: whether or not the employee had control over the length of notice they could give (i.e.: family emergency or some other unforeseen circumstance); whether the employee received any recent disciplinary action; any other outstanding factors that could have influenced the employee's decision to leave on short notice.
2. The committee will also consider past situations where exceptions to vacation pay out has been granted or denied ensuring fairness and consistency. The notice requirement may also be waived by the committee when deemed to be in the best interest of the Town.

Three consecutive days of absence without an employee contacting their immediate supervisor or Department Head is considered to be a voluntary resignation.

If an employee resigns with less than the required notice, the employee will forfeit their eligibility for re-hire. In circumstances where separation without the required notice could not

be foreseen, it will be up to the Department Head to recommend whether or not that employee will be eligible for re-hire. In cases of a Department Head or above, the Town Manager will make the final decision as to eligibility for re-hire.

This policy applies to regular, full time and regular, part-time 30-hour and 20-hour schedule employees.

Revised 4/27/2021

Section 3. Reduction in Force

In the event that a reduction in force becomes necessary a written plan will be developed and consideration shall be given to the quality of each employee's performance, organization needs, and seniority in determining those employees to be retained. Regular employees shall not be separated while there are temporary or probationary employees serving in the same class in the department, unless regular employees are not willing to transfer to positions held by the temporary or probationary employees.

Section 4. Disability

An employee who cannot satisfactorily perform the essential duties of their job because of a physical or mental impairment may be separated. Reasonable accommodation options will be explored upon request by the employee and with acceptable medical evidence provided to the Town, in accordance with applicable state or federal laws.

Section 5. Voluntary Retirement and Pre-65 Retiree Medical Coverage

An employee who meets the conditions set forth under the provision of the North Carolina Local Government Employees' Retirement System (NCLGERS) may elect to retire and receive all benefits earned under the retirement plan.

An employee who has announced their retirement date must work the last two weeks of their employment with the Town. No use of paid leave, other than scheduled holiday leave (no floating holiday use), is allowed during those two weeks with the exception of sick leave with a doctor's note justifying the use of sick leave.

Pre-65 Retiree Medical Coverage

A full-time employee who retires directly from the Town with at least 15 consecutive years of Town full-time service may elect to continue on the Town's group health insurance plan if requested within 30 days of the retirement date.

The retiree may continue dependent coverage (and pay the full cost of this coverage) if enrolled in dependent coverage at the time of retirement. The Town will subsidize the cost of the health insurance premiums for the retiree as follows:

1. 15 years of service: 50% subsidy - The retiree is responsible for any minimum

required premium due, then the qualifying subsidy will be applied.

2. An additional 2.5% subsidy is added for every year up to a total of 35 years of consecutive Town service*.

For an employee classified as a rehire (Article VIII Sec. 10) only the consecutive years of service from the last date of rehire shall be considered in calculating years of service for benefits related matters, such as eligibility for retiree medical insurance.

In the event that an employee sustains an on-the-job injury, as defined by the NC Workers' Compensation Act, which qualifies the employee for disability retirement under the provisions of the NC Local Governmental Employees Retirement System, said employee will be considered as qualifying for the retiree health coverage as long as the employee has a minimum of 15 years of continuous full-time Town of Morrisville service immediately preceding disability retirement.

1. Said employee will be given the retiree health coverage benefit upon application for disability retirement with the understanding that a determination by the Medical Review Board that the employee does not qualify for disability retirement under the provisions of the NC Local Governmental Employees Retirement System will cause the employee's coverage to be terminated immediately.
2. Retiree benefits may still be available should the retiree be accepted for a regular service retirement immediately (i.e., no gaps in eligibility) and meet all other policy requirements including years of Town service.

All covered retiring employees will be required to report any other group medical coverage which they have at the time of retirement or which they may obtain subsequent to retirement so that benefits can be coordinated with the other insurance carrier. Any group coverage will be considered primary, and the Town of Morrisville coverage will be secondary. Failure to report other coverage will be considered justification for the Town to terminate retiree coverage.

All employees on the Pre-65 Retiree medical plan are required to report any address changes to Human Resources.

The last day of the month prior to which a retiree becomes entitled to Medicare, the retiree and any covered dependents will no longer be eligible for coverage under the Town's group health insurance and therefore would be offered COBRA continuation coverage. Should the retiree experience a COBRA qualifying event before the expiration of the retiree coverage period (i.e., the retiree dies, divorces, or the dependent child is no longer a dependent), the retiree's spouse and/or dependents that are on the plan at the time of the qualifying event will be offered continuation coverage through COBRA at their expense. An employee currently enrolled in Medicare and the Town's medical policy, prior to this policy effective date, is eligible to remain on the Town's group health insurance policy to age 65 if all other eligibility requirements continue to be met.

Eligible retirees electing coverage under this policy become effective on the first of the month following retirement and have a maximum of 30 days from the retirement date to elect coverage.

No employee who is terminated involuntarily will be eligible for this benefit other than those qualifying under the on-the-job related disability situation listed above.

**Unused sick leave counted by the NCLGERS as creditable service time will count in determining total years of Town service. Unused sick leave that equates to 11 months and one hour will be rounded up to a full year.*

Revised 7/1/2023

Section 6. Law Enforcement Officers' Special Separation Allowance

The special separation allowance is available to qualified retiring law enforcement officers according to the conditions set forth in NC General Statute 143-166.41 and 143-166.42. To qualify for the payments of the special separation allowance, a retiring sworn law enforcement officer must:

Have 30 or more years of creditable service with the North Carolina Local Law Enforcement Officers Retirement System.

Or

1. Have attained 55 years of age with at least five years of creditable service; and
2. Have at least five years of continuous service as a sworn law enforcement officer immediately preceding retirement; and
3. Have served at least 50% of the creditable service as a sworn law enforcement officer; and
4. Be under the age of 62.

The separation allowance recipient loses eligibility and payment will cease to the retired officer at the first of:

1. The first day of re-employment in any position at the Town, except in the interest of public safety where the retiree is working in a contract or temporary reserve officer basis or related capacity and the position does not require participating in the N.C. retirement system; or
2. The first day of re-employment by a local governmental organization in a position which requires the retiree to participate in the N.C. retirement system; or
3. The last day of the month in which the officer attains 62 years of age; or
4. The death of the officer.

If the retired officer regains eligibility, the retired officer may request a reinstatement of the separation allowance as long as the retired officer continues to be eligible according to the conditions set forth in this policy. (For purposes of this policy this would include governmental bodies such as airport and water and sewer authorities).

This policy is effective for all current retirees and law enforcement officers who retire following the date this policy is adopted.

Section 7. Death

Separation shall be effective as of the date of death. All compensation due shall be paid to the estate of the employee.

Section 8. Involuntary Termination

The Town of Morrisville reserves the right under employment-at-will to terminate any employee at any time. When feasible, employees will be given warning that they are in jeopardy of losing their jobs.

Involuntary terminations may occur as a result of lack of work, organizational restructuring, for unacceptable performance and/or personal conduct, or other reasons permitted by law.

Reasons for an involuntary termination may include but are not restricted to:

1. Misrepresentation on employment application;
2. Unexcused or chronic absenteeism or tardiness (exceptions will be made for absences due to approved Family Medical Leave or due to approved disability accommodations);
3. Misconduct;
4. Theft;
5. Willful failure or refusal to carry out instruction or assignments (insubordination); and/or
6. Intentional, wrongful, and/or unlawful misconduct.

All involuntary terminations must be approved by the Town Manager, coordinated with Human Resources, and processed in accordance with the provisions outlined in this policy. Notwithstanding the foregoing, should a manager be present when serious misconduct occurs, they may immediately suspend the employee, pending an investigation and notification to Human Resources.

When practical, employees will be warned and counseled. However, failure to correct behavior or further violation of Town policy may result in additional disciplinary action, up to and including termination.

Vacation leave is forfeited and will not be paid out for employees who are involuntarily terminated. Special exceptions may be made at the discretion of the Town Manager. All other benefits will terminate according to the benefit policies in effect at the time of the separation.

Revised 4/27/2021

Section 9. Reinstatement

An employee who resigns while in good standing may be reinstated to their former position with no loss of pay (i.e., same pay rate/salary), tenure and accrual rate if they return to employment within 60 days of their separation. The employee will not be required to serve an Introductory Period. The required waiting period for medical and dental benefits will remain in effect.

An employee who is separated because of reduction in force may be reinstated within one year, upon recommendation of the supervisor and approval of the Town Manager. An employee who is reinstated in this manner shall be re-credited with their previously accrued sick leave.

An employee who returns to their former position outside of 60 days from separation will be considered a “rehire.” See Article VIII Section 10, Rehiring.

Revised 7/1/2023

Section 10. Rehiring

An employee who resigns while in good standing may be rehired with the approval of the Town Manager, and shall be regarded as a new employee, subject to all of the provisions of rules and regulations of this Manual. However, the employee shall be credited with their previously accrued sick leave if not transferred to another State or local government employer since employment with the Town*. If an employee is rehired within 60 days of separation, they may also be eligible to start back at the same accrual rate as when they separated. The employee shall not serve an Introductory Period.

Employees who return to work with the Town after 60 days of being separated will be recognized by the Town for their total years of service combined in regard to annual employee recognition. In calculating years of service for benefits related matters, such as accrual rates and eligibility for retiree medical insurance, only the consecutive years of service from the last date of rehire shall be considered.

*For FY2023 and going forward, this policy will be effective with balances on file as of 7/1/2023

Revised 7/1/2023

ARTICLE IX. UNSATISFACTORY JOB PERFORMANCE AND EMPLOYEE MISCONDUCT

Section 1. Unsatisfactory Job Performance and Employee Conduct Defined

Unsatisfactory job performance includes any aspects of the employee's job, which are not performed as required to meet the standards set by the supervisor. Employees are also expected to conduct themselves in a professional manner and follow all Town policies and procedures at all times.

Examples of unsatisfactory job performance or conduct include, but are not limited to, the following:

1. Demonstrated inefficiency, negligence, or incompetence in the performance of duties.
2. Careless, negligent, or improper use of Town property or equipment.
3. Willful failure or refusal to carry out instructions or assignments from a supervisor (Insubordination).
4. Discourteous treatment of the public or other employees (including but not limited to:
 - a. Verbal threats, intimidation, or abuse.
 - b. Making malicious, false, and/or harmful statements about others (gossip, spreading rumors, etc.).
 - c. Physically harm or abuse.
 - d. Sabotaging the work of another.
 - e. Publicly disclosing another's private information.
5. Absence without approved leave.
6. Unreported absences.
7. Repeated absence from the work area without permission or without an excused reason or repeated failure to report to duty at the assigned time and place.
8. Failure to complete work within time frames established in work plan and at acceptable work standards.
9. Failure to meet work standards over a period of time.
10. Failure to call in to report duty status.
11. Any conduct, including conduct off the job, unbecoming of a Town employee which might interfere with the successful completion of job duties.
12. Violation of Town policies, Town Ordinances, or North Carolina General Statutes including (but not limited to):
 - a. Falsification of records (including for personal profit).

- b. Fraud.
 - c. Theft.
13. Failure to supervise when included as a component of an employee's job duties.
 14. Discrimination or harassment as described in Article V, Section 10.
 15. Sexual harassment as described in Article V, Section 11.

Revised 4/27/2021

Section 2. Addressing Unsatisfactory Job Performance

Supervisors are to meet with their employees at the beginning of each evaluation cycle to establish and discuss goals and performance expectations. The supervisor is also required to meet with the employee at the midpoint of that year to discuss the employee's performance thus far and, if need be, any areas where improvements should be made. Supervisors are encouraged to address and document counseling sessions to discuss identified performance issues early to facilitate corrective action and improvement.

Counseling is an important part of improving employee performance and should be used in conjunction with remedial training, written warnings, suspensions, and demotions where appropriate. The following information should be clearly communicated to the employee during any counseling session:

1. The type of poor performance or employee misconduct;
2. How the employee can correct the poor performance or misconduct; and
3. What will occur if the performance or conduct is not improved.

If, during the performance year, the supervisor determines that an employee's performance is below the minimum satisfactory standard for the position, corrective action shall be initiated to resolve the performance issue(s). Corrective action may include the following:

1. Counseling session(s);
2. Training or re-training; and/or
3. Clarification of expectations and responsibilities.

If the unsatisfactory performance continues, a Performance Improvement Plan ("PIP") may be initiated, generally lasting no more than 90 days, with specific expected outcomes and dates for completion.

1. An employee on a PIP is not eligible for merit consideration while on the PIP.
2. If the employee meets at least the minimum satisfactory standard by the end of the PIP, the PIP ends, and the employee is expected to sustain this standard going forward. In this instance the employee's merit will be prorated from when the PIP ends through the end of the performance year.

If, at any time, the employee's performance once again drops below a satisfactory level while in the same position, another PIP will not be initiated, and an assessment will be made as to the recommended personnel action up to and including termination subject to review and approval by the Town Manager.

3. If the employee's performance does not improve to at least a minimum satisfactory standard by the end of the PIP, the supervisor will initiate such disciplinary action as deemed necessary up to and including termination.

Imposition of Disciplinary Action

The purpose of a formal warning is to notify the employee of poor performance or misconduct (see Section 3). It is not required for an employee to be put on a PIP prior to the imposition of disciplinary action.

Generally, written warnings are defined as follows:

1. Level 1 Warning - An initial documented warning from the employee's supervisor;
2. Level 2 Warning:
 - a. A warning for a repeated offense previously documented in a Level 1 Warning, OR
 - b. A higher level offense involving job performance and/or conduct; and
3. Level 3 Final Warning - A final written warning from a supervisor serving notice upon the employee that corrected performance must take place immediately in order to avoid further disciplinary action, up to and including termination.

At a minimum, all warnings shall include the following information:

1. The type of poor performance;
2. What the employee can do to correct the poor performance; and
3. What will occur if the performance or conduct is not improved.

While the Town's normal practice is for supervisors to begin with a Level 1 Warning and to proceed through all three warnings, extreme or unique circumstances can justify moving immediately to a Level 2 or Level 3 warning. The Human Resources Department should be consulted in any such case.

A Level 2 or Level 3 Warning may be accompanied by a demotion to another position at a lower pay grade in the Department if such a position is available.

1. A demotion most typically occurs when imposing disciplinary action on a supervisor, but can be considered for other employees where a demotion position exists (and is available).
2. Any recommendation for a demotion must be done in consultation with Human Resources staff.
3. The Town Manager must approve any suspension or demotion.

Employees on a PIP or have successfully met at least the minimum satisfactory standard to be removed from the PIP are not eligible to apply or promote to another position for six months or until they have met expectations on their next performance evaluation, whichever is greater.

Suspension of an exempt employee shall be in accordance with the Fair Labor Standards Act (FLSA) as applied to the surrounding facts of the situation.

In the event there is an issue with the performance of the Town Manager, it will be addressed by Town Council in collaboration with the Town Attorney and the Human Resources Director.

Revised 7/1/2023

Section 3. Disciplinary Actions for Inappropriate Personal Conduct

At all times, employees of the Town are required to conduct themselves in a professional manner. Conduct that results in policy or rule violations and/or causes disrespect and/or disruption to coworkers, supervisors, or the Town shall result in disciplinary action up to and including termination.

The Town will generally follow a three-step process (as described in section 2) where the employee will be given up to three formal notices of unacceptable conduct, with the third notice (Level 3 Final Warning) typically being the final step prior to termination.

1. It is up to the supervisor's discretion (in consultation with Human Resources as needed) as to whether an employee will receive a Level One Warning, a Level Two Warning, or a Level Three Final Warning for inappropriate personal conduct.
2. An employee who engages in a single act of inappropriate personal conduct may be subject to termination from employment regardless of whether the employee has previously received a warning of any kind during their career with the Town.
3. With the approval of the Town Manager, an employee may also be placed on unpaid disciplinary suspension, may be demoted, or may be terminated for misconduct.

An employee who receives a Level Three Final Warning for misconduct will be automatically ineligible for a merit increase for that performance year. A performance evaluation will be completed providing feedback regarding the employee's performance for the year; however, ratings will not be provided, and it will be noted that the employee is ineligible for merit pay due to a Level Three Final Warning for inappropriate conduct. Additionally, the employee is not eligible to apply or promote to another position for six months or until they have met expectations on their next performance evaluation, whichever is greater.

Suspension of an exempt employee shall be in accordance with the Fair Labor Standards Act (FLSA) as applied to the surrounding facts of the situation.

In the event of an allegation of inappropriate personal conduct by the Town Manager, the issue will be addressed by the Town Council in collaboration with the Town Attorney and the

Human Resources Director.

Section 4. Non-Disciplinary Suspension

During the investigation, hearing, or trial of an employee on any civil or criminal charge, or during an investigation related to alleged employee misconduct if it be it in the best interest of the Town, the Department Head, with the approval of the Town Manager, may suspend the employee for the duration of the proceedings as a non-disciplinary action. In such cases, the Town Manager may:

1. Temporarily relieve the employee of all duties and responsibilities and place the employee on paid or unpaid leave for the duration of the suspension, or
2. Assign the employee new duties and responsibilities and allow the employee to receive such compensation as is in keeping with the new duties and responsibilities.

If the employee alleged to have committed misconduct is a Department Head or above, the Town Manager may suspend, relieve, or assign the employee in accordance with these same procedures.

If the employee is reinstated following the suspension such employee shall not lose any benefits to which the employee would have otherwise been entitled had the suspension not occurred. If the employee is terminated following suspension, the employee shall not be eligible for any pay from the date of suspension; provided, however, all other benefits with the exception of accrued annual leave and sick leave shall be maintained during the period of suspension.

ARTICLE X. GRIEVANCE PROCEDURE AND ADVERSE ACTION APPEAL

Section 1. Policy

It is the policy of the Town to provide a just and prompt procedure for the presentation, consideration, and disposition of employee grievances. The purpose of this article is to outline the procedure and assure all employees that a response to their complaints/grievances will be prompt and fair.

Section 2. Grievance Defined

A grievance is a claim or appeal by an employee based upon an event or condition, which affects the circumstances under which an employee works, allegedly caused by misinterpretation or unfair application of a policy, procedure, or practice.

Employees utilizing the grievance procedure shall not be subjected to retaliation or any form of harassment. Supervisors or other employees who violate this policy shall be subject to disciplinary action up to and including termination.

Section 3. Purpose of the Grievance Procedure

The purposes of the grievance procedure include, but are not limited to:

1. Providing employees with a procedure by which their grievances/complaints can be considered promptly, fairly, and without reprisal.
2. Encourage employees to express themselves about the conditions of work which affect them as employees.
3. Promoting better understanding of policies and practices which affect employees.
4. Increasing employees' confidence that personnel actions taken are in accordance with established, fair, and uniform policies and procedures.
5. Increasing the sense of responsibility exercised by supervisors in dealing with their employees.

Section 4. Procedure

When an employee, or group of employees, has a grievance, the following successive steps are to be taken unless otherwise provided. While every effort shall be made to expedite the process, time limits set forth may be extended by mutual consent or when unusual circumstances require an extension as determined by the Town Manager. The last step initiated by an employee shall be considered to be the step at which the grievance is resolved. A decision to rescind a disciplinary action must be approved by the Town Manager before the decision becomes effective. In accordance with Article VIII, Section 8, all involuntary terminations must be approved by the Town Manager; therefore, involuntary terminations

are not eligible for appeal.

Human Resources is responsible for coordinating the grievance process. In all cases, when days are referenced in this policy it is according to the Town standard operating schedule of business days, Monday through Friday, 8am to 5pm.

Mechanical recording of all or part of any grievance meeting is prohibited. While all parties are entitled to seek legal advice, attorneys may not be present at administrative or investigative meetings related to the grievance without the consent of all parties. At each step, the individual responding to the grievance is encouraged to consult with any employee of the town, or others as appropriate, in order to reach a fair, impartial, and equitable resolution. Any employee consulted by the responding supervisor is required to cooperate to the fullest extent possible.

Informal Resolution. Prior to the submission of a formal grievance, it is encouraged that the employee, or group of employees, and supervisor should meet to discuss the problem and seek to resolve it informally. Either the employee or the supervisor may involve other management levels as a resource to help resolve the grievance. The meeting and its resolution shall be documented and signed by the employee.

Step 1. If no resolution to the grievance is reached informally or the employee wishes to pursue a formal grievance the employee shall present the grievance to the next level supervisor, in writing, within five business days of either the date of the informal resolution meeting or the personnel action that resulted in the grievance, as applicable. The formal written grievance must include the full basis for the employee's complaint, all information that supports the employee's position, and a statement outlining the requested outcome. If additional information comes to light during the course of the grievance, this information must be provided to Human Resources and may also require a re-analysis and review back to any prior grievance steps. At no time shall information be intentionally withheld; it will not be added to the grievance later if this occurs.

The supervisor may review the employee's personnel file and work history in an effort to gain pertinent information to assist with a thorough and complete assessment.

The response from each level for each step in the formal grievance process shall be in writing and signed and dated by the supervisor and reviewed with the employee. In addition, the employee shall sign a copy to acknowledge receipt thereof. The responder at each step shall send copies of the grievance and response to Human Resources.

Step 2. If the grievance is not resolved to the satisfaction of the employee by the next level supervisor, the employee may appeal within five business days, in writing, to the next level of management (if applicable) who shall meet with the employee to discuss the grievance fully, meet with the supervisor to discuss the decision and any relevant facts from Step 1, and review the prior determination (in Step 1), before responding to the appeal. This step would be repeated for each subsequent level of supervision within the employee's organizational hierarchy.

Step 3. If the grievance is not resolved, the employee may appeal within five business days, in writing, to the Town Manager after receipt of the response from Step 2. The Town Manager shall respond to the appeal, may meet with the employee to discuss the grievance fully as well as the prior determination(s) and surrounding information, and will make a good faith effort to reach a decision within 30 calendar days. The Town Manager's decision is final.

Revised 7/1/2023

ARTICLE XI. PERSONNEL RECORDS AND REPORTS

Section 1. Public Information

The Human Resources Department maintains the official personnel file and records for all Town employees. In compliance with GS 160A-168, the following information with respect to each Town employee is a matter of public record:

1. Name.
2. Age.
3. Date of original employment or appointment to the service.
4. The terms of any contract by which the employee is employed whether written or oral, past, and current, to the extent that the city has the written contract or a record of the oral contract in its possession.
5. Current position.
6. Title.
7. Current salary.
8. Date and amount of each increase or decrease in salary with that municipality.
9. Date and type of each promotion, demotion, transfer, suspension, separation, or other change in position classification with that municipality.
10. Date and general description of the reasons for each promotion with that municipality.
11. Date and type of each dismissal, suspension, or demotion for disciplinary reasons taken by the municipality. If the disciplinary action was a dismissal, this includes a copy of the written notice of the final decision of the municipality setting forth the specific acts or omissions that are the basis of the dismissal.
12. The office to which the employee is currently assigned.

Any person may have access to this information for the purpose of inspection, examination, and copying during regular business hours, subject only to such rules and regulations for the safekeeping of public records as the Town may adopt.

Revised 4/27/2021

Section 2. Access to Confidential Records

All information contained in a Town employee's personnel file, other than the information mentioned above is confidential and shall be open to inspection only in the following instances:

1. The employee or their duly authorized agent may examine all portions of their personnel file except letters of reference solicited prior to employment, and information concerning a medical disability, mental or physical, that a prudent physician would not divulge to the patient.

2. A licensed physician designated in writing by the employee may examine the employee's medical record.
3. Town employees having supervisory authority over the employee may examine all materials in the employee's personnel file.
4. By order of a court of competent jurisdiction, any person may examine all material in the employee's personnel file.
5. An official of an agency of the State or Federal Government, or political subdivision for the State, may inspect any portion of a personnel file when such inspection is deemed by the Town Manager to be necessary and essential to the pursuit of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in an investigation of the employee's tax liability. The official having custody of the personnel records may release the name, address, and telephone number from a personnel file for the purpose of assisting in a criminal investigation.
6. An employee may sign a written release to be placed in their personnel file that permits the record custodian to provide, either in person, by telephone, or by mail, information specified in the release to prospective employers, educational institutions, or other persons specified in the release.
7. The Town Manager may inform any person of the employment, non-employment, promotion, demotion, suspension or other disciplinary action, reinstatement, transfer, or termination of a Town employee, and the reasons for that action. Before releasing that information, the Town Manager shall determine that the release is essential to maintaining the level and quality of Town services. The written determination shall be retained in the Town Manager's office, is a record for public inspection, and shall become a part of the employee's personnel file.

Due to confidentiality, some parts of the employee's personnel file (such as medical information, FMLA records, letters of reference, etc.) may be retained separately.

Section 3. Personnel Actions

The Town Manager or Human Resources Department will prescribe necessary forms and reports for all personnel actions. The Human Resources Department will retain records necessary for the proper administration of the personnel system and to meet applicable records retention requirements, including electronic records, as approved by the Department of Natural and Cultural Resources.

Revised 4/27/2021

Section 4. Records of Former Employees

The provisions for access to records apply to former employees as they apply to present employees.

Section 5. Remedies of Employees Objecting to Material in File

An employee who objects to material in their file may place a statement in the file relating to the material considered to be inaccurate or misleading. The employee may also apply to the Town Manager to request removal of such material in accordance with established grievance procedures.

Section 6. Penalties for Permitting Access to Confidential Records

Section 160A-168 of the General Statutes provides that a public official or employee who knowingly, willfully, and with malice permits any person to have access to information contained in a personnel file, except as is permitted by this section, is guilty of a Class 3 misdemeanor and upon conviction shall only be fined an amount not more than five hundred dollars (\$500.00).

Such a violation also constitutes a violation of Town policy and may result in disciplinary action up to and including termination.

Revised 7/1/2023

Section 7. Examining and/or Copying Confidential Material without Authorization

Section 160A-168 of the General Statutes of North Carolina provides that any person, not specifically authorized by this section to have access to a personnel file designated as confidential, who shall knowingly and willfully examine in its official filing place, remove or copy any portion of a confidential personnel file shall be guilty of a Class 3 misdemeanor and upon conviction shall only be fined in the discretion of the court but not in excess of five hundred dollars (\$500.00).

Such a violation also constitutes a violation of Town policy and may result in disciplinary action up to and including termination.

Revised 7/1/2023

Section 8. Destruction of Records Regulated

No person may destroy, sell, loan, or otherwise dispose of any public record without consent of the Department of Natural and Cultural Resources, except as provided in G.S. 130A-99. Whoever unlawfully removes a public record from the officer where it is usually kept, or alters, mutilates, or destroys it shall be guilty of a Class 3 misdemeanor and upon conviction only fined at the discretion of the court.

Such a violation also constitutes a violation of Town policy and may result in disciplinary action up to and including termination.

Revised 7/1/2023

ARTICLE XII. IMPLEMENTATION OF POLICIES

Section 1. Conflicting Policies Repealed

This Manual supersedes and replaces all previous Manuals and other statements of Town policies covered herein.

Section 2. Separability

If any provision of this Manual is held invalid, the remaining provisions and the application of such remaining provisions to persons or circumstances other than those held invalid will not be affected thereby.

Section 3. Amendments

The Town Council has the authority to amend, revise, or repeal all or any portion of this Manual from time to time as it sees fit.

Section 4. Effective Date

These policies shall become effective on June 1, 2007, with revision dates shown below. Historical copies of previous policies are maintained with the Human Resources department and are available for inspection and review.

Adopted this 26th day of March, 2007¹.

Revision dates were made April 22, 2008; May 27, 2008; January 27, 2009; August 25, 2009; May 24, 2011; November 26, 2013; March 28, 2017; April 1, 2020; April 27, 2021; July 1, 2023

Revised 7/1/2023

**2024 Town Personnel Policies
Summary of Content Changes**

Article	Section	Title	Section Amended/Title	Change(s)
I	1	General Provisions	Purpose of the Chapter	Updated statement to include development of procedures for a policy
I	7	General Provisions	Definitions	Updated to clarify employees eligible for the Introductory Period
III	12	The Pay Plans	Overtime Pay/Compensatory Time/Paid Time Off Provisions for General Employees	Updated to clarify that exempt employees will not typically receive additional pay, however the Town Manager may make exceptions when necessary
III	14	The Pay Plans	Use of Compensatory Time/Paid Time Off	Updated to clarify that PTO will follow the vacation leave guidelines
III	15	The Pay Plans	On-Call and Callback Pay for Non-Exempt Employees	Updated "Essential Personnel" to "Subject to Call Personnel" and removed "Emergency Response" definition as policy does not pertain to those personnel
IV	4	Position Classification Plans	Introductory Period	Updated eligible employees for consistency
V	4	Conditions of Employment	Code of Conduct and Working Environment	Moved discrimination information to Article IX Section 1
V	5	Conditions of Employment	Workplace Violence	Clarified reporting expectations should violence occur in the workplace
V	14	Conditions of Employment	Acceptance of Gifts and Favors	Updated to refer to the Fiscal/Financial Policies and Procedures on de minimis gifts
V	16	Conditions of Employment	Safety	Updated to clarify the firearms policy and use of controlled substances for those permitted
VI	7	Employee Benefits	Employee Recognition Years of Town Service Recognition	Updated to include all periods of Town employment; including recognition of part-time staff
VI	16	Employee Benefits	Cell Phone and Cell Phone stipend	NEW SECTION: Relocated Cell Phone policy from Fiscal/Financial Comprehensive Policy and Procedures
VII	2	Holidays and Leaves of Absence	Holidays	Updated to clarify employees hired 7/1 or later will receive one Floating Holiday in that calendar year and can be used in hourly increments; Revisions to public safety holiday pay that allows for employees to receive holiday pay where previously not eligible if holiday shift not worked.
VII	3	Holidays and Leaves of Absence	Holidays: Compensation When Work is Required	Updated to exclude Law Enforcement and Fire shift personnel and to clarify pay received when worked in addition to holiday compensation.
VII	5	Holidays and Leaves of Absence	Vacation Leave: Accrual Rate	Updated to include Local Government Employees Retirement System and Teacher and State Employees Retirement System years of service prior to coming to Morrisville for vacation accrual rate
VII	6	Holidays and Leaves of Absence	Vacation Leave: Maximum Accumulation	Updated terms defining the maximum accumulation (no change to the maximum)
VII	8	Holidays and Leaves of Absence	Vacation Leave: Payment Upon Separation	Updated terms defining the maximum accumulation payable on separation (no change to the maximum)
VII	11	Holidays and Leaves of Absence	Sick Leave: Accrual Rate Accumulation	Updated terms defining the accumulation rate (no change to the maximum)
VII	16	Holidays and Leaves of Absence	Shared Leave	Updated to specify sick leave only eligible for donation to FMLA qualifying conditions.
VII	18	Holidays and Leaves of Absence	Paid Parental Leave	Updated to now make 30-hour employees eligible for this benefit.
VII	23	Holidays and Leaves of Absence	Leaves and Inclement Weather	Updated to clarify how employees can adjust work schedule during office weather closure and to include inclement weather pay for employees required to report when Town offices are closed.
VIII	1	Separation and Reinstatement	Resignation	Updated to clarify impacts to when a holiday falls in the minimum resignation notice requirement.
VIII	5	Separation and Reinstatement	Voluntary Retirement and Pre-65 Retiree Medical Coverage	Updated to define the work requirement of a retiree prior to separation and to document that an employee cannot use accrued leave in lieu of working the final two weeks of their employment.
IX	1	Unsatisfactory Job Performance and Employee Misconduct	Unsatisfactory Job performance and Employee Conduct Defined	Updated to include discrimination information moved from Article V Section 4
IX	2	Unsatisfactory Job Performance and Employee Misconduct	Addressing Unsatisfactory Job Performance	Updated to include revised language for documentation of disciplinary action (Level 1,2 or 3 in lieu of Verbal, Written and Final Written) including additional clarification on addressing performance issues in the workforce.
IX	3	Unsatisfactory Job Performance and Employee Misconduct	Disciplinary Actions for Inappropriate Personal Conduct	Updated to include revised language for addressing inappropriate personal conduct in the workplace to include factors to consider when making a determination for discipline and clarification on the three step process for determining discipline or termination.



Personnel Policy Update Proposed 2024 Changes

Town Council Meeting

March 26, 2024

Nate Mayer, Interim Human Resources Director

Personnel Policies Overview

- Last Update – May 2023
- Town Attorney Review In Progress
- Policy Covers Only Employees
- Policy Workgroup
- Operational Guidance to Supervisors and Employees
- Recruitment and Retention Focus
- Staff Review and Accessibility Follows Approval of Updates



Overview of Updates

- Clarify and Simplify
- Grammatical/Typo Corrections
- Document or Update Current Processes



Clarify, Simplify, Grammatical Corrections

- Provide additional guidance/clarification to enhance understanding
 - Trainees, Overtime Provisions, Acceptance of Gifts and Favors, Sick and Vacation Leave Accruals, Unsatisfactory Job Performance and Employee Conduct.
- Reduce Unnecessary Complexity/Simplify
 - Definitions – Essential Personnel to Subject to Call Personnel
 - Administration of Floating Holidays, Disciplinary Action Terms, Employee Recognition
- Grammatical
 - Updates for better flow and any typos.



Document/Update Current Processes

- Processes
 - Employee Recognition of Part-Time Staff
 - Holiday Pay for Public Safety
 - Paid Parental leave for 30-hour Staff



Notable Policy Change Proposals

- Years of Service Determinant for Vacation Accrual rate
 - Town currently uses years of Town of Morrisville service
 - Propose using NC Local and State Government years of service
 - Creditable service determined using Retirement Systems Division data.
- Incremental Weather Pay
 - \$250 paid to employees required to work a weather event or other emergency on weekdays where the Manager closes Town offices.
 - Paid per shift worked during the weekday closure.
 - Acknowledge and support employees required to report based on job function when others are given the day off or can work remotely.



Notable Policy Change Proposals, cont'd

- Relocation and Updates of Town Cell Phone Policy
 - Currently in Comprehensive Fiscal/Financial Policies
 - Relocated to Personnel Policies
 - Town provides a cell phone or stipend to employees in positions requiring immediate or after hours contact
 - Policy documents provisions and what employees need to know about the program



Future Updates

- Continued Work with Policy Workgroup
 - Recruitment/Retention Competitiveness
 - Continuous review and updates



Questions?

- Adopted Changes Proposed to be Effective July 1, 2024
- Red Line Edits Attached to Resolution
- Clean Copy of Policy Provided (Attachment 1)
- Summary of Changes Provided in Spreadsheet (Attachment 2)

Thank you!



Town Council Agenda Item Report

Agenda Item No. 11.b

Submitted by: Wil Glenn

Submitting Department Communications

Meeting Date: March 26, 2024

SUBJECT

Resolution Adopting the Morrisville Sponsorship Policy & Facility Naming Rights Policy

Wil Glenn, Communications & Outreach Director

Brief - March 26, 2024

Action - April 9, 2024

Recommendation:

Receive presentation and ask questions for approval of resolution adopting Morrisville Sponsorship Policy & Facility Naming Rights Policy on April 9

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

Staff is presenting a sponsorship policy and a facility naming rights policy.

Sponsorship Policy

The sponsorship policy establishes a process that sets the standards, guidelines, and approval criteria for the consideration and acceptance of sponsorships made to the Town for public activities, events, and programs.

The Town of Morrisville will seek sponsors that further the Town's mission by providing monetary or in-kind support for the Town, its projects and/or services in a manner that respects the nature of Town property and services.

The policy outlines the authority structure for the review and approval of sponsorship requests. The Town will possess sole and final decision-making authority to determine the appropriateness of relationships with potential sponsors, and reserves the right of refusal to offer a sponsorship opportunity. While the policy allows for some approval to be made at varying staff levels, sponsorship agreements expected to generate more than \$50,000 or that involve naming rights will require the approval of Town Council.

The criteria for reviewing sponsorship proposals should be considered prior to entering into

any agreement. Upon approval of an offer of sponsorship, the sponsor and Town shall enter into a sponsorship agreement. The sponsorship agreement will set forth specific guidelines and requirements related to sponsorship, such as a rate chart, sponsorship details and schedule.

The Town provides standard guidelines for sponsorship levels of typical activities, events, and programs. For larger, less typical occasions negotiation of sponsorship terms and fees will be executed in the sponsorship agreement.

Facility Naming Rights Policy

The purpose of the Town of Morrisville facility naming rights policy is to establish parameters for soliciting and entering into a facility naming rights agreement to provide financial support to the Town in exchange for a name being assigned to a Town-owned building, facility, or amenity.

This policy is designed to:

- Allow donors interested in facility naming rights opportunities to easily view and understand the various naming rights opportunities available;
- Help potential donors, Town staff, and the public to better understand the procedures for facility naming rights; and
- Provide the Town of Morrisville with full and final decision-making authority on any facility naming rights opportunity.

Approval of the naming of Town facilities shall be the function of the Town Council. The Town Council may name and rename any facility at its discretion, consistent with contractual and other legal considerations.

The Town will consider naming requests within the following broad categories: major gifts; historic events, people and places; and outstanding individuals.

The Town of Morrisville possesses sole and final decision-making authority for determining the naming of a facility and reserves the right to refuse any naming offer. Facility naming agreement proposals will be reviewed according to specific procedures and guidelines outlined in the policy.

Upon approval of a naming rights offer, the donor and Town shall enter into a facility naming rights agreement, which shall set forth specific guidelines and requirements such as a rate chart, naming rights details, and schedule.

Advisory Board/Committee Review:

None

Insert Date of Advisory Board/Committee Review:

Advisory Board/Committee Recommendation and/or Vote:

None

Potential Options:

Approve as presented, request modification and approve, or don't approve and provide staff additional direction.

Staff Recommendation:

None

ATTACHMENTS

- [2024-118-0 RES Adopting Morrisville Sponsorship Policy & Facility Naming Rights Policy.pdf](#)
- [2024-118-0 ATTH 01 Morrisville Sponsorship Policy.pdf](#)
- [2024-118-0 ATTH 02 Morrisville Facility Naming Rights Policy2.pdf](#)
- [2024-118-0 ATTH 03 Sponsorship Agreement.pdf](#)
- [2024-118-0 ATTH 04 Sponsorship Categories.pdf](#)
- [2024-118-0 ATTH 05 Sponsorship Interest Form.pdf](#)
- [2024-118-0 ATTH 06 Facility Naming Rights Interest Form.pdf](#)
- [2024-118-0 ATTH 07 Facility Naming Rights Agreement.pdf](#)
- [2024-118-0 PRES Sponsorship Policy & Facility Naming Rights Policy.pdf](#)



**RESOLUTION (2024-118-0) OF THE MORRISVILLE TOWN
COUNCIL ADOPTING THE MORRISVILLE SPONSORSHIP POLICY
AND FACILITY NAMING RIGHTS POLICY**

WHEREAS, the Morrisville Town Council recognizes the importance of fostering community partnerships and generating additional revenue streams to support Town initiatives; and

WHEREAS, the Morrisville Sponsorship Policy establishes a process that sets the standards, guidelines, and approval criteria for the consideration and acceptance of sponsorships made to the Town of Morrisville for public activities, events, and programs; and

WHEREAS, the Morrisville Facility Naming Rights Policy establishes parameters for soliciting and entering into a facility naming rights agreement to provide financial support to the Town in exchange for a name being assigned to a Town-owned building, facility, or amenity; and

WHEREAS, the sponsorship and facility naming rights policies provide an opportunity for businesses, organizations, and individuals to invest in the well-being and development of our community while gaining exposure for their brand or cause; and

WHEREAS, the proposed sponsorship and facility naming rights policies will allow for solicitation and acceptance of sponsorships and naming rights in a manner that provides the Town with discretion with potential sponsors and donors; and

WHEREAS, three of the six goals in the Strategic Plan “Connect Morrisville” (Goal 3 – Engaged, inclusive community; Goal 5 – Operational excellence; Goal 6 – Economic prosperity), contain initiatives that reinforce and support the implementation of the sponsorship policy and naming rights policy to allow further collaboration with the Morrisville business community; and

WHEREAS, the Town of Morrisville possesses sole and final decision-making authority for determining the appropriateness of a sponsorship and donor relationship and reserves the right to refuse any offer of sponsorship or gift.

NOW, THEREFORE, BE IT RESOLVED THAT THE MORRISVILLE TOWN COUNCIL hereby adopts the Morrisville Sponsorship Policy and the Morrisville Facility Naming Rights Policy to be the Town’s official policies for sponsorships and naming rights, and directs its full implementation and compliance by all Town officials and staff.

Adopted this the 26th day of March 2024.

TJ Cawley, Mayor

ATTEST:

Michelle Parker-Evans, Interim Town Clerk



Morrisville

Live connected. Live well.

Policy Statement	Created: March 2024
	Revised:
Sponsorship of Town Projects and Services	Prepared by: Wil Glenn, Director of Communications & Outreach
Effective Date: TBD	Authorized by: Brandon Zuidema, Town Manager

PURPOSE

The purpose of this policy is to establish a process that sets the standards, guidelines, and approval criteria for the consideration and acceptance of sponsorships made to the Town of Morrisville for public activities, events, and programs.

The Town of Morrisville will seek sponsors that further the Town’s mission by providing monetary or in-kind support for the Town, its projects and/or services in a manner that respects the nature of Town property and services.

Community sponsorships can be an effective means of generating revenue and building community partnerships. Sponsors provide an opportunity to develop partnerships with businesses and organizations that share the Town’s commitment to providing high quality public services.

Whenever possible, sponsorships should be linked to specific activities, events and programs. The Town of Morrisville will neither seek nor accept sponsors that manufacture products or take positions inconsistent with local, state, or federal law or with Town policies, positions, or resolutions. The establishment of a sponsorship agreement does not constitute an endorsement by the Town of Morrisville of the sponsor’s organization, products, or services.

This policy is designed to:

- Provide the Town of Morrisville with full and final decision-making authority on any sponsorship opportunity, thus protecting its integrity and the integrity of its services;
- Allow eligible outside entities interested in sponsorship opportunities (potential sponsors) to easily view and understand the various sponsorship opportunities available; and
- Help potential sponsors, Town staff and the public to better understand the procedures for sponsorship.

DEFINITIONS

Activity: An organized initiative that is eligible for sponsorship consideration or support. This could include conferences, workshops, trainings, seminars, community events, arts and cultural events, sports events, extracurricular recreational events and more.

Athletics Team: A group of individuals joined together to compete in sports or athletic activities organized by the Town.

Event: A local celebration, fundraiser, athletic, cultural or educational activity that is open to the public and demonstrates a public benefit that contributes positively to the recognition and image of the Town of Morrisville.

In-kind Support: When a sponsor provides, in the opinion of the Town, value in the form of goods and services in lieu of cash.

Outside Entity: Any entity external to the Town of Morrisville, such as an individual, company, organization or institution, with whom the Town elects to collaborate.

Program: A specific initiative, activity, or campaign. This could include workshops, competitions, educational programs, community outreach efforts, or any other organized effort designed to achieve specific goals or objectives.

This could include active or passive recreation. Active programming refers to recreation that is organized and planned with pre-registration by the user. Examples of active programming include sports leagues, day camps and aquatics. Passive programming is self-directed by the user at their own pace. Examples of passive programming include playground usage, picnicking, reading, or dog walking.

Recreation: Activities that aid in promoting entertainment, pleasure, relaxation, instruction, and other physical, mental, and cultural development and leisure time experiences.

Sponsor: A company, organization or individual, or other governmental or quasi-governmental organizations who provide the Town with financial or in-kind support of an activity, event or program or that helps offset the costs of operations.

Sponsorship: The financial or in-kind support from an outside company, organization or individual, including other governmental or quasi-governmental organizations, to associate the outside entity's name, logo, products or services with a Town activity, event or program. Sponsorship is a business relationship in which the Town and the outside entity exchange goods, services and/or financial remuneration for the public display of an agreed-upon sponsorship recognition message.

Sponsorship Agreement: A negotiated agreement between the Town and a company, organization, or individual, to pay a fee, provide services, share products or any combination thereof, including advertising and promotional opportunities between the Town and a company, organization, or individual.

Sponsorship Evaluation Committee: A staff committee composed of a member of the Senior Management Team, the Communications & Outreach Director, the Parks, Recreation & Cultural Resources Director, Finance Department, and a subject matter designee (when deemed applicable by the member of the Senior Management Team) responsible for evaluating sponsorship proposals presented to the Town.

POLICY

Sponsorship Opportunities include but are not limited to:

- A. Advertising: Advertising provides the sponsor with the opportunity to advertise through a variety of Town marketing materials, including print and digital advertising.
- B. Athletics Teams: Sponsorship of Town athletics teams provide an opportunity for sponsors to support specific teams (e.g. baseball, softball, basketball or volleyball). Marketing opportunities and recognition are negotiated in the sponsorship agreement.
- C. Events: Event sponsorship is offered through various sponsorship packages, with each package's benefits varying in relation to the level of sponsorship.
**Events must be approved through the Town's approval process prior to consideration of any event-related sponsorships.*
- D. Programs: Sponsorship of Town programs provides the opportunity for the sponsor's name and logo to appear in advertising and marketing materials related to the program.

Authority Structure for Review and Approval

The Town of Morrisville possesses sole and final decision-making authority for determining the appropriateness of a sponsorship relationship and reserves the right to refuse any offer of sponsorship. Sponsorship agreement proposals will be reviewed according to the following procedures and guidelines:

- A. Sponsorship proposals may be submitted by an outside entity to an individual Town department organizing an activity, event or program and will be evaluated by the Sponsorship Evaluation Committee on a case-by-case basis related to the eligibility requirements, purpose and goals of each independent entity.
- B. Sponsorships may be reviewed in consultation with the Town Attorney.
- C. A department head may approve sponsorship agreements of less than \$1,000, with written notification to the Sponsorship Evaluation Committee.
- D. Sponsorship agreements projected to generate between \$1,000 and \$50,000 shall require the written approval of the Town Manager, who shall inform the Town Council.
- E. Sponsorship agreements expected to generate more than \$50,000 or that involve naming rights shall require approval of Town Council (see the Town's "Naming Rights Policy").
- F. Sponsorship opportunities with in-kind contributions rather than money (e.g., free advertising, free giveaway items, etc.) may be approved by the Sponsorship Evaluation Committee with written notification to the Town Manager.

At the discretion of the Town Manager, any proposed sponsorship agreement may be referred to the Town Council for approval.

Requirements for Proposal Submittal

Proposals for sponsorship shall detail the following information, at a minimum:

- A. Activities, products, and services of the private entity and its subsidiaries;
- B. Benefits to be given to the proposed sponsor by the Town of Morrisville;
- C. Benefits to be given to the Town of Morrisville by the proposed sponsor;
- D. Location of the proposed public recognition of support;
- E. Content of the proposed public recognition of support; and
- F. Duration of the proposed public recognition of support.

Eligibility Criteria

The Sponsorship Evaluation Committee or the department head (if under \$1,000) shall evaluate the following criteria before accepting a sponsorship agreement or naming rights:

- A. Value of the sponsorship in supporting the mission of the Town of Morrisville;
- B. Extent, prominence, and aesthetic characteristics of the public display of sponsorship;
- C. Level of support provided by the sponsor; and
- D. Inconsistencies between Town of Morrisville policies and the known policies or practices of the potential sponsor.

Evaluation of sponsorship opportunities shall be fair and impartial. The Town of Morrisville values and respects diversity. It is the policy of the Town to foster, maintain and promote equal opportunities. The Town shall select sponsors on the basis of the applicant's qualifications without regard to race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, National Guard or veteran status, religious belief or non- belief, age, or disability in accordance with applicable federal, state and local laws.

Public Access to Sponsorship Opportunities

Public access to information about sponsorship opportunities is important:

- A. to create an open and fair process and to protect against disputes related to sponsorships that are category exclusive; and
- B. to market available sponsorship opportunities in an open and efficient manner allowing both the potential sponsor and the Town to negotiate efficiently.

The Town will offer sponsorship opportunities to the public through an annual advertising and sponsorship packet. Other relevant sponsorship information will be available on the Town's website and through other appropriate means.

Permissible Messages

Sponsorship recognition messages may identify the sponsor but should not endorse the organization's products or services. Only the following content will be deemed appropriate:

- A. The legally recognized name of the advertising organization and/or their logo;
- B. The advertiser's organizational slogan if it identifies rather than promotes the organization or its products or services;
- C. The advertiser's product or service line, described in brief, generic, objective terms; and/or
- D. Brief contact information for the advertiser's organization, such as phone number, address, website address or social media handle. Contact information must be stated in a manner that avoids an implication of urging the reader to action.

The Town of Morrisville will not make any statements that directly or indirectly advocate for or endorse a sponsor's organization, products, or services.

No materials or communications, including, but not limited to, print, video, internet, broadcast, or display items developed to promote or communicate the sponsorship using the Town of Morrisville's name, marks, or logo, may be issued without written approval from the Town Manager or designee.

Any signage or material used in conjunction with a sponsorship agreement must comply with the requirements of the Town's Unified Development Ordinance.

Impermissible Sponsors

The Town reserves the right to decline any sponsor or sponsorship proposal that appears to be in direct competition with Town services and products.

- A. In general, political organizations are not eligible for program sponsorships with the Town, nor are businesses, organizations or individuals whose primary products are firearms, tobacco, hemp and/or CBD products, alcohol, and/or any other subject matter not deemed appropriate by the Town Manager and Town Council.
- B. The Town reserves the right to decline any sponsor or sponsorship proposal that includes other factors that might undermine the public confidence in the Town's impartiality or interfere with the efficient delivery of Town services or operations.
- C. In all cases, the Town reserves the right to reject any and all sponsors and sponsorship proposals if the criteria as outlined is not followed or there is the existence of a potential conflict of interest or appearance of a conflict of interest.

The Town reserves the right to suspend sponsorships at any time if the conditions of eligibility changes after approval.

Sponsorship Agreement

Upon approval of an offer of sponsorship, the sponsor and Town shall enter into a Sponsorship Agreement. The Sponsorship Agreement (*see Exhibit A*) shall set forth specific guidelines and requirements related to sponsorship, such as a rate chart, sponsorship details and schedule.

Sponsor Levels

The Town provides standard guidelines for sponsorship levels of typical activities, events, and programs (*see Exhibit B*). For larger, less typical occasions negotiation of sponsorship terms and

fees will be executed in the sponsorship agreement.

Exhibits

A. Sponsorship Agreement [Sponsorship Agreement.docx](#)

B. Sponsorship Categories [Sponsorship Categories April 18.docx](#)

C. Sponsorship Interest Form [Sponsorship Interest Form 1.docx](#)



Morrisville
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Policy Statement	Created: March 2024
	Revised:
Facility Naming Rights Policy	Prepared by: Wil Glenn, Director of Communications & Outreach
Effective Date: TBD	Authorized by: Brandon Zuidema, Town Manager

PURPOSE

The purpose of the Town of Morrisville facility naming rights policy is to establish parameters for soliciting and entering into a facility naming rights agreement to provide financial support to the Town in exchange for a name being assigned to a Town-owned building, facility, or amenity.

This policy is designed to:

- Allow donors interested in facility naming rights opportunities to easily view and understand the various naming rights opportunities available;
- Help potential donors, Town staff, and the public to better understand the procedures for facility naming rights; and
- Provide the Town of Morrisville with full and final decision-making authority on any facility naming rights opportunity.

DEFINITIONS

Amenity: A desirable or useful feature of a building, facility or place. This could include conference rooms, playgrounds, swimming pools or other items.

Building: A building is a specific structure owned by the Town and utilized for Town business.

Donor: A donor is a person or outside entity who provides a gift or other support to the Town in exchange for having a facility named in honor of a person, corporation, organization, or historic event or place.

Facility: A facility is a Town-owned structure or property, including but not limited to:

- Athletic fields
- Gymnasiums,
- Parks and greenways,
- Recreation and open areas,
- Shelters, and

- Other designated areas.

Gift: A gift is a transfer, or promise to transfer, money or other property to the Town without reciprocal benefit to the donor.

Naming: Naming is the temporary or permanent name assigned by the Town to a given building or facility.

Naming Rights Evaluation Committee: A staff committee composed of a member of the Senior Management Team, the Communications & Outreach Director, the Parks, Recreation & Cultural Resources Director, Finance Department, and a subject matter designee (when deemed applicable by the member of the Senior Management Team) responsible for evaluating facility naming rights proposals presented to the Town.

Outside Entity: Any entity external to the Town of Morrisville, such as an individual, company, organization or institution, with whom the Town elects to collaborate.

Tarnished Image: The result of a situation where the reputation or perception of a person, company, organization, or entity has been significantly damaged or diminished due to negative publicity, scandals, controversies, or other adverse events. The previously held positive or neutral perception has been marred by negative associations, leading to a loss of trust, credibility, and goodwill.

POLICY

Guiding Principles

- A. Advertising by outside entities is prohibited at Town facilities unless the advertising is under a facility naming rights agreement or allowed per a Town-approved sponsorship agreement.
- B. Facility naming rights agreements authorizing advertising at Town facilities shall contain provisions to ensure that advertising is consistent with the existing aesthetics of the facility. To the extent feasible, agreements shall specify that advertising signs have a consistent look throughout a particular facility, such as similar sizes and background colors, and that the signs are affixed in a way that minimizes wear and tear on facilities. Signage must conform to all Town signage guidelines. For proposed signs that meet all other criteria in this policy, Town Council may waive or vary UDO sign guidelines. All signs shall be removed at the end of the agreement. Signs will be installed and removed at the expense of the donor.
- C. In general, political organizations are not eligible for facility naming rights with the Town, nor are businesses, organizations or individuals whose primary products are firearms, tobacco, hemp and/or CDB products, alcohol, and/or any other subject matter not deemed appropriate by the Town Manager and/or Town Council.

In considering proposals for the naming or renaming of a facility, the following general principles will be considered either individually or collectively. When naming a facility, the proposed name shall have one or more of the following attributes:

- A. Engender a positive image;
- B. Be appropriate, having regard to the facility's assets, location or history;

- C. Commemorate places, people or events that are of continued importance to the Town, region, state, or nation;
- D. Have symbolic value that transcends its ordinary meaning or use and enhances the character and identity of the facility;
- E. Recognize outstanding accomplishments by an individual for the good of the community. Quality of the contribution should be considered along with the length of service by the individual; and
- F. Avoid undue commercialization of the facility if it accompanies a corporate gift or sponsorship.

Procedures & Guidelines

Approval of the naming of Town facilities shall be the function of the Town Council. The Town Council may name and rename any facility at its discretion, consistent with contractual and other legal considerations.

Naming

The Town will consider naming requests within the following broad categories:

A. Major Gifts

A significant donation may be made to the Town that may add considerable value to the Town and/or the Town's facilities. On such occasions, recognition of this donation by naming or renaming a facility in honor of, or at the request of, the donor should be considered consistent with this and other Town policies.

As a guideline, a gift for naming a facility ordinarily should equal:

1. At least one-third of the total project cost for constructing or acquiring the new facility; or
2. At least one-third of the total project cost for renovating an existing facility; or
3. At least one-third of the portion of the total project cost that is to be raised from the private sector if state or other funds are funding a portion of the project cost for a new or renovated existing facility; or
4. At least one-third of the replacement cost of an existing facility not undergoing renovation.

Corporate or other organization names may be used to name any Town facility. As with individuals honored with facility namings in the Town, corporations or organizations proposed for facility namings shall have a positive image and demonstrated integrity.

In the instance of corporate or organizational namings of facilities, additional due diligence should be taken to avoid any appearance of commercial influence or conflict of interest.

B. Historic Events, People, and Places

When a facility is associated with or located near events, people, and places of historic, cultural or social significance, consideration will be given to naming that facility after such events, people, and/or places. When considering such proposals, the relationship must be demonstrated through research and documentation, including consideration of impacts on all community members and cultures.

C. Outstanding Individuals

The Town has benefited, throughout its history, from the contributions made by many outstanding individuals. This category is designed to acknowledge the sustained contribution that has been made by one (or more) of those individuals to the Town. Naming a facility for an outstanding individual is allowed posthumously. When requested to name a facility after a person, consideration will be given when:

1. The person was exceptionally dedicated or demonstrated excellence in service in ways that made a significant contribution to the Town;
2. The person volunteered and gave extraordinary help or care to individuals, families, groups, or support to the community;
3. The person risked (or lost) his or her life to save or protect others; and/or
4. The person demonstrated commitment to diversity, equity and inclusion.

Term of Naming Rights

In appropriate instances, most often involving a corporate benefactor, a naming may be granted for a pre-determined fixed term. At the end of the term, the name of the facility shall expire but may be considered for renewal. The facility naming rights agreement shall clearly specify the period for which the facility will be named.

Early Termination of Naming Rights

Termination by the Town – The Town shall have the authority to revoke the naming of a facility for compelling reasons as determined by the Town at any time. Any prepaid financial contributions will be proportionally refunded except in the case of termination prompted by a donor's tarnished image.

Termination by the Donor – The donor may, without consideration of refund and at its sole discretion, terminate its acceptance of the naming rights prior to the scheduled termination date upon request to the Town.

Renaming

For names referencing individuals, name changes will be subject to a critical review that includes consideration of the original justification for the current name, the value of the prior contributors, and the rationale for changing the name. The renaming shall follow the same procedures as naming the facility.

Interim Naming

In the case of a new project that is anticipated to be named, a generic temporary name and/or number will be designated by the Town staff for identification purposes during acquisition and/or development of the facility.

Eligibility Criteria

Any person, group or organization may respond to the Town's solicitation to name or re-name a facility. Evaluation of naming opportunities shall be fair and impartial. The Town of Morrisville values and respects diversity. It is the policy of the Town to foster, maintain and promote equal opportunities. The Town shall award naming rights on the basis of the applicant's qualifications without regard to race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, National Guard or veteran status, religious belief or non- belief, age, or disability in accordance with applicable federal, state and local laws.

Research

It is necessary that any name, especially names referencing individuals and/or families be thoroughly researched by the Naming Rights Evaluation Committee or appointee(s).

Information being researched and considered by the Naming Rights Evaluation Committee may include the applicant's reputation and public image, lawsuits, or personal background and history. Findings such as misconduct or unethical behavior, involvement in illegal, immoral or controversial activities, regulatory violations or negative media coverage may disqualify an applicant for a facility naming rights opportunity.

Authority Structure for Review and Approval

The Town of Morrisville possesses sole and final decision-making authority for determining the naming of a facility and reserves the right to refuse any naming offer. Facility naming agreement proposals will be reviewed according to the following procedures and guidelines:

- A. Naming applications will be evaluated by the Naming Rights Evaluation Committee on a case-by-case basis.
- B. The Naming Rights Evaluation Committee will facilitate the research associated with proposals. They may choose to appoint additional Town staff to assist with the research.
- C. Applications may be reviewed in consultation with the Town Attorney.
- D. A recommendation will be provided to the Town Council for approval within a reasonable period of time following the receipt of the facilities naming rights interest form (*see Exhibit A*). Prospective facility names may be subject to a public hearing at a Town Council meeting to gauge the support of the community.

Facility Naming Rights Agreement

Upon approval of a naming rights offer, the donor and Town shall enter into a facility naming rights agreement (*see Exhibit B*), which shall set forth specific guidelines and requirements such as a rate chart, naming rights details, and schedule.

Exhibits

A. [Facility Naming Rights Interest Form.docx](#)

B. [Facility Naming Rights Agreement1.docx](#)



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Sponsorship Agreement

This Agreement is made on the _____ day of _____, 202____,
between the Town of Morrisville and _____
(the Sponsor).

RECITALS

The Sponsor is engaged in the business referred to in Item 3 of the Schedule (Description of Sponsor's Business Activities) and, at the request of the Town of Morrisville, has agreed to provide the Sponsorship set out in Item 4 of the Schedule (Details of Sponsorship), subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. TERM

1.1 The term of the Sponsorship shall be for the period set out in Item 4(c) of the Schedule (Term of Sponsorship), unless otherwise extended or terminated in accordance with this Agreement.

2. SPONSORSHIP FEE/PRODUCT

2.1 In consideration of the grant of Sponsorship Rights under this Agreement, the Sponsor shall pay and/or provide to the Town of Morrisville, for the term of this Agreement, the sponsorship fee and/or product(s) referred to in Item 4(b) of the Schedule (Sponsorship Fee/Product) at the times and in the manner referred to in that Item.

2.2 The Sponsorship Fee/Product shall be the entire amount payable or provided to the Town of Morrisville under this Agreement.

3. SPONSORSHIP RIGHTS

3.1 The Town of Morrisville grants to the Sponsor the non-exclusive sponsorship rights set out in Item 5 of the Schedule (Rights of Sponsor) for the term of this Agreement.

3.2 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsor under Item 5 of the Schedule (Rights of Sponsor) shall first be approved by the Town of Morrisville.

3.3 The Town of Morrisville shall, whenever the Sponsored Activity is publicized, acknowledge the Sponsor in accordance with the recognition rights specified in Item 6 of the Schedule (Recognition of Sponsor).

4. USE OF SPONSOR'S NAME AND/OR LOGO

4.1 Advertising and promotional material produced, published, broadcast, displayed or exhibited by the Town of Morrisville in respect of the Sponsored Activity shall acknowledge the Sponsor in a manner agreed to by both parties.

4.2 The Town of Morrisville shall immediately, on the termination or expiration of this Agreement, cease to use or otherwise refer to the Sponsor's name and/or logo except to the extent otherwise authorized by law or agreement.

5. USE OF THE TOWN OF MORRISVILLE'S NAME AND/OR LOGO

5.1 Advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsor in respect of the Sponsored Activity shall acknowledge the Town of Morrisville in a manner agreed to by both parties.

5.2 The Sponsor shall immediately, upon the termination or expiration of this Agreement, cease to use or otherwise refer to the Town of Morrisville name and/or logo in any manner that could imply that the Sponsorship under this Agreement is still in effect.

6. BREACH AND TERMINATION

6.1 If either party breaches any of the terms and conditions of this Agreement and fails to rectify such default in accordance with a written notice to the non-defrauding party within fourteen (14) days after the date of such notice, the non-defaulting party may terminate the Agreement at any time thereafter.

6.2 The Town of Morrisville may terminate the Agreement immediately if any of the following events occur:

(a) The Sponsor is wound up or dissolved, becomes insolvent or enters into an agreement with its creditors, or if a receiver, manager or liquidator is appointed in respect of the Sponsor.

(b) The Sponsor's business operations or the business or activities of any associated company are contrary to any Town of Morrisville policy.

(c) The Town of Morrisville determines that for whatever reason it should no longer use the Sponsorship Fee/Product or be associated with the Sponsor.

6.3 If this Agreement is terminated, the Sponsor shall not be required to pay any unpaid installments of the Sponsorship Fee/Product (if applicable).

6.4 The expiration or termination of this Agreement shall not prevent either party from taking action to enforce a term or condition of this Agreement in respect of any breach occurring prior to such expiration or termination.

7. NOTICES

7.1 Unless otherwise directed in writing, notices, reports, and payments shall be delivered to the Town of Morrisville at the following address:

Mr./Ms. XXXX, (Add Title)
Town of Morrisville
100 Town Hall Drive
Morrisville, NC 27560

and to the Sponsor at the address and email number referred to in Item 2 of the Schedule (Address of Sponsor).

8. AMENDMENTS TO AGREEMENT

8.1 Any amendment to this Agreement shall only be valid if the amendment is in writing and signed by both parties.

9. ASSIGNMENT

9.1 Neither party shall transfer, change or purport to assign, transfer or change this Agreement or any of its rights or obligations without the prior written consent of the other party, which shall not be unreasonably withheld.

10. EQUITY OF TREATMENT

11.1 The Sponsor shall conduct its business in a manner which assures fair, equal, and nondiscriminatory treatment at all times in all respects to all persons without regard to race, color, religion, sexual orientation, gender, age or national origin.

11. GOVERNING LAW

12.1 This Agreement shall be governed by and construed under the laws of the State of North Carolina, excluding its choice of law principles. Any litigation arising out of this Agreement shall be commenced and maintained in a court of competent jurisdiction sitting in Wake County, North Carolina.

12. ENTIRE AGREEMENT

13.1 This Agreement constitutes the entire agreement of the parties and shall supersede any prior or contemporaneous agreements or negotiations, whether written or oral, between the parties, regarding the subject matter herein.

Town of Morrisville: Signature: _____

Printed Name: _____ Title: _____

Date: _____

Sponsor Organization: Signature: _____

Printed Name: _____ Title: _____

Date: _____

Approved as to Form

Town Attorney
Town of Morrisville, North Carolina



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SCHEDULE

1. NAME OF SPONSOR

(Insert name of company and its business number or name of individual.)

2. ADDRESS OF SPONSOR

(If a corporate sponsor, insert address of its registered office and email number.)

3. DESCRIPTION OF SPONSOR'S BUSINESS ACTIVITIES

(Insert brief description.)

4. DETAILS OF SPONSORSHIP

(a) Sponsored Activity
(Insert brief description.)

Sponsorship Rationale
(Insert brief description.)

(b) Sponsorship Fee
(If money is payable, insert details of amount, installment schedule, etc.)

Sponsorship Product
(If goods are being supplied, insert description.)

(c) Term of Sponsorship
(date) to (date)

(For example, the Sponsor is permitted to exhibit/promote their products.)

5. RIGHTS OF SPONSOR

(For example, the Sponsor is permitted to exhibit/promote their products.)

6. RECOGNITION OF SPONSOR

(For example, the Sponsor's name or logo is displayed by The Town.)

Town of Morrisville Sponsorships



SpringFest | July 3 Family Fun Fest | International Festival

All-America Sponsor - \$5,000

- Name and logo on sponsor banner as All-America sponsor
- Name and logo on sidewalk & stage A-frames as All-America sponsor
- Website recognition with URL link to sponsor's website
- Social media profile
- Link in Next Week in Morrisville e-newsletter
- Name and logo on T-shirt with prominent placing
- Name and logo in quarterly newsletter
- Verbal recognition at event
- Preferred parking
- Tent at event (limited amount)

Platinum Sponsor - \$2,000

- Name and logo on sponsor banner as Platinum sponsor
- Social media mentions
- Name and logo on website
- Name and logo on T-shirt
- Verbal recognition at event
- Tent at event (limited amount)

Gold Sponsor - \$1,000

- Name and logo on sponsor banner as Gold sponsor
- Name and logo on website
- Name and logo on T-shirt
- Verbal recognition at event
- Tent at event (limited amount)

In-Kind Sponsor

- Tent at event (limited amount)

Holi Celebration | S'Morrisville | Trick-or-Treat the Trail

All-America Sponsor - \$4,000

- Name and logo on sponsor banner as All-America sponsor
- Name and logo on sidewalk A-frames as All-America sponsor
- Website Recognition with URL link to sponsor's website
- Social media profile
- Link in Next Week in Morrisville e-newsletter
- Name and logo in quarterly newsletter
- Verbal recognition at event
- Tent at event (limited amount)

Platinum Sponsor - \$1,000

- Name and logo on sponsor banner as Platinum sponsor
- Social media mentions
- Name and logo on website
- Verbal recognition at event
- Tent at event (limited amount)

Gold Sponsor - \$500

- Name and logo on sponsor banner as Gold sponsor
- Name and logo on website
- Verbal recognition at event
- Tent at event (limited amount)

In-Kind Sponsor

- Tent at event (limited amount)

Diwali Celebration | Egg Hunt | Tree Lighting

All-America Sponsor - \$2,000

- Name and logo on sponsor banner as All-America sponsor
- Name and logo on sidewalk A-frames as All-America sponsor
- Website recognition with URL link to sponsor's website
- Social media profile
- Link in Next Week in Morrisville e-newsletter
- Name and logo in quarterly newsletter
- Verbal recognition at event
- Tent at event (limited amount)

Platinum Sponsor - \$500

- Name and logo on sponsor banner as Platinum sponsor
- Social media mentions
- Name and logo on website
- Verbal recognition at event
- Tent at event (limited amount)

Gold Sponsor - \$250

- Name and logo on sponsor banner as Gold sponsor
- Name and logo on website
- Verbal recognition at event
- Tent at event (limited amount)

In-Kind Sponsor

- Tent at event (limited amount)

Earth Day | Fire Safety Day | Green Day | Juneteenth | National Night Out | Menorah Lighting | Movies in the Park | Music in the Park | Veterans Day Celebration

All-America Sponsor - \$1,000

- Name and logo on sponsor banner as All-America sponsor
- Name and logo on sidewalk A-frames as All-America sponsor
- Website recognition with URL link to sponsor's website
- Social media profile
- Link in Next Week in Morrisville e-newsletter
- Name and logo in quarterly newsletter
- Verbal recognition at event
- Tent at event (limited amount)

Platinum Sponsor - \$500

- Name and logo on sponsor banner as Platinum sponsor
- Social media mentions
- Name and logo on website
- Verbal recognition at event
- Tent at event (limited amount)

Gold Sponsor - \$250

- Name and logo on sponsor banner as Gold sponsor
- Name and logo on website
- Verbal recognition at event
- Tent at event (limited amount)

In-Kind Sponsor

- Tent at event (limited amount)



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Sponsorship Interest Form

Please submit at least four months prior to the event or program.

Name of Individual/Entity *

As you would like it displayed

Contact Name *

Cell Phone *

Office Phone

Email *

Mailing Address *

Description of Sponsor's Business Activities *

Website

Facebook

Instagram

Twitter

Sponsorship Selection

Event/Program Name

Sponsorship Level

Cost

Event/Program Name

Sponsorship Level

Cost

Event/Program Name

Sponsorship Level

Cost

Total Cost

Event/Program Set Up

If included in sponsorship level selected, the Town will provide a 10 x 10 set-up area. Sponsors are responsible for providing all necessary set-up materials - i.e. tent, sandbags/weights, tables, chairs, displays.

Giveaways and/or hands-on activities are recommended to draw participants to your booth. Set-up instructions & driving instructions will be sent one week before the event or program.

Would you like to set up at the event(s)? *

Yes No

A high- resolution logo is needed for event promotional materials

High Resolution Logo Delivery Method *

- Logo Attached Logo already on file with the Town
- Emailing Logo to wglenn@townofmorrisville.org

Upload or drag files here.

High Resolution Logo Upload

Payment

How will you be paying? *

- Online credit card payment - (payment link will be emailed to you)
- Check mailed - Payable to the Town of Morrisville

Sponsorship Agreement

The Town of Morrisville agrees to provide services as outlined in the event or program sponsorship level selected. The undersigned waives and releases all rights and claims that might be held against the Town of Morrisville, its duly elected officials and its employees to save and hold harmless the Town from losses, damages or injuries.

The Town of Morrisville may terminate this agreement immediately if any of the following events occur:

- (a) The sponsor is wound up or dissolved, becomes insolvent or enters into an agreement with its creditors, or if a receiver, manager or liquidator is appointed in respect of the sponsor.
- (b) The sponsor's business operations or the business or activities of any associated company are contrary to any Town of Morrisville policy.

(c) The Town of Morrisville determines that for whatever reason it should no longer use the sponsorship fee/product or be associated with the sponsor.

Events and programs are rain or shine, unless otherwise noted. Once we receive your completed sponsorship form, staff will contact you with additional agreement details and event information. Additional forms may be required.

Sponsor Signature *

Date *



Contact Wil Glenn, Director of Communications & Outreach, with any questions or concerns.

919-463-6152
wglenn@townofmorrisvillie.org

Mailing Address:
Town of Morrisville
100 Town Hall Drive
Morrisville, NC 27560



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Facility Naming Rights Interest Form

Name of Individual/Entity *

Cell Phone *

Office Phone

Email *

Mailing Address *

If the application is on behalf of an entity, list the name of the individual making application *

Affiliation with entity *

Email *

Cell Phone *

Description of Naming Right Requested *

Total Financial Contribution(s) to the Town of Morrisville *

Date of Contribution(s) *

If contribution(s) to the Town was for any specific purpose, provide an explanation of the purpose(s) for which the contribution was made *

Purpose of Entity: If commercial, please provide a description of the nature of the commercial enterprise(s) of the entity. If not-for-profit, please provide a description of the charitable causes supported: *

The Town’s Naming Rights Committee must consider whether the entity has and maintains an exemplary record, positive public opinion, and non-partisan image. Please provide evidence in support that the entity satisfies these criteria. Evidence can include, but is not limited to, media coverage or entity reports. If there is known negative coverage of the entity or a complaint, please provide an explanation.

Nothing herein shall preclude the Town of Morrisville from engaging in its own investigation of the entity

By signing this form, I acknowledge and represent the following:

- I am authorized to make this request on behalf of the Entity identified above;
- I am familiar with the Facilities Naming policy;
- The Entity identified above does not:
 - support commercial activity associated with tobacco, alcohol, illegal drugs or weapons
 - promote vulgar and plainly offensive, obscene, or sexually explicit language
 - advocate the violation of law or Town of Morrisville policy
 - associate with any company or individual whose actions are inconsistent with the Town’s mission and goals or community values, is libelous, inhibits the functioning of the Town, or is otherwise in violation of law
- The information contained herein is true to the best of my knowledge;
- The decision whether to grant this request rests entirely with the Town of Morrisville Town Council and that any contributions made by myself or the Entity identified above provide no guarantee that the naming of a facility will be granted; and
- If the Town Council grants this request, an agreement must be executed regarding the naming requested.

Signature

Date



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Facility Naming Rights Agreement

This Facility Naming Rights Agreement ("Agreement"), effective as of (month/day), 202_ ("Effective Date"), is made and entered into by and between **INSERT NAME OF SPONSOR** (hereinafter, "**INSERT SHORTENED NAME OF SPONSOR**"), whose address is **INSERT ADDRESS**, by and through the Town of Morrisville (hereinafter the "Town"), (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the Town owns certain amenities, namely a **INSERT FACILITY NAME**, located at **INSERT ADDRESS** (the "**INSERT SHORTENED NAME OF FACILITY**"); and

WHEREAS, the Parties desire to enter into a naming rights agreement pursuant to which the Town will grant **INSERT NAME OF SPONSOR** temporary exclusive naming rights for the Town's **INSERT FACILITY NAME** in return for certain benefits set forth below.

NOW THEREFORE, in consideration of the following mutual promises, and all other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. TERM

This Agreement shall have a term of **INSERT NUMBER OF YEARS (OF AGREEMENT)** years and commence on **INSERT START DATE**, and expire on **INSERT END DATE**, unless extended in writing by the parties upon approval by the Town. This Agreement may be terminated, with or without cause, only by the Town. If terminated by the Town, the Town shall refund the pro rata portion of the total payment amount in paragraph three for the remaining balance of the term of this Agreement.

2. NAMING RIGHTS FEE

In consideration of the naming rights and ancillary benefits granted by the Town hereunder, **INSERT NAME OF SPONSOR** agrees to pay a naming rights fee in the amount of **INSERT AMOUNT OF DONATION** dollars, in the manner and amounts set forth below ("Naming Rights Payment Schedule").

3. NAMING RIGHTS PAYMENT SCHEDULE

On or before **INSERT START DATE**, the Sponsor shall remit **INSERT AMOUNT TO BE PAID FOR NAMING RIGHTS** to the Town. These payments shall be remitted in the form of a check or electronic funds transfer payable to the Town of Morrisville. Failure of Individual/Entity to

timely remit the payments provided in this paragraph shall render this Agreement void without further action of the parties.

4. ACKNOWLEDGMENT

In consideration for the payment of the consideration and ancillary benefits granted hereunder, the Town agrees to acknowledge **INSERT NAME OF SPONSOR** naming rights during the term of this Agreement by naming the **INSERT FACILITY** via a mutually agreed upon name. Subject to the terms of this Agreement, **INSERT NAME OF SPONSOR** naming rights will continue for the **INSERT NO. OF YEARS** term of this Agreement. Any additional benefits or rights granted to **INSERT NAME OF SPONSOR** beyond those specified in this section must be mutually agreed to by the Parties and are subject to the payment of additional consideration in an amount agreed to by the Parties.

5. MODIFICATION OF NAMING

If during the term of this Agreement, and following receipt of full payment from **INSERT NAME OF SPONSOR**, the useful life of the **INSERT FACILITY** expires prior to the expiration of this Agreement, the facility is destroyed or severely damaged, then the naming rights under this Agreement will cease. In such event, the Parties may mutually agree to provide **INSERT NAME OF SPONSOR** an equivalent naming right.

6. PROMOTION

During the term of this Agreement, the Town, in consideration of the naming rights and benefits confined hereunder, shall have the right, without charge, to photograph, use the names, likenesses, and images of **INSERT FACILITY** in photographic, audiovisual, digital or any other form of media (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner, and in whole or in part, in Town brochures, website postings, informational and marketing materials, and reports and publications.

7. OWNERSHIP

INSERT NAME OF SPONSOR acknowledges that at all times the ownership of **INSERT FACILITY** remains with the Town.

8. ASSIGNMENT

This Agreement and the rights and benefits hereunder may not be assigned by either Party without the prior written consent of the other Party, which consent shall be in the sole and absolute discretion of the non-assigning Party.

9. NOTICES

Written notice to either party under this Agreement shall be submitted to the following:

To the Town:
INSERT NAME AND ADDRESS

To the Sponsor:
INSERT NAME AND ADDRESS

10. TERMINATION OF NAMING

In addition to any rights and remedies available at law, the Town may terminate this Agreement and all rights and benefits of **INSERT NAME OF SPONSOR** hereunder, including termination of naming rights and affixation of signage upon the occurrence of the following:

- a. In the event **INSERT NAME OF SPONSOR** fails to make any payment due under this Agreement; and such default is not cured within ten (10) business days following the date of written notice of default by the Town; or
- b. In the Town's reasonable opinion, at any time during the term of this Agreement, **INSERT NAME OF SPONSOR** has developed or acquired a negative connotation for any reason such that the reputation of the Town is or might be at risk.

If termination is due to failure of payment, as of the effective date of termination, the Town shall have no further obligation or liability to **INSERT NAME OF SPONSOR** and shall not be required to return any portion of the Naming Rights Payment already received; and the Town may immediately remove the naming signage. **INSERT NAME OF SPONSOR** will be liable to the Town for payment of all costs and expenses incurred by the Town in removing, discarding, and/or replacing the naming signage. The Town may in its sole and absolute discretion determine an alternative recognition for the portion of the payment already received.

If termination is due to a change in circumstances such that the Town determines **INSERT NAME OF SPONSOR** has developed or acquired a negative connotation that may or does put the reputation of the Town at risk, **INSERT NAME OF SPONSOR** shall not be entitled to a refund of any portion of the payment made.

Should **INSERT NAME OF SPONSOR** decide to end affiliation with the Town during the timeframe outlined in this agreement, **INSERT NAME OF SPONSOR** will be responsible for the payment to remove the naming signage.

11. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of North Carolina, excluding its choice of law principles. Any litigation arising out of this Agreement shall be commenced and maintained in a court of competent jurisdiction sitting in Wake County, North Carolina.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and shall supersede any prior or contemporaneous agreements or negotiations, whether written or oral, between the parties, regarding the subject matter herein.

Amendments Any amendments to this Agreement must be made in writing and signed by both parties.

Town of Morrisville: Signature: _____

Printed Name: _____ Title: _____

Date: _____

Sponsor Organization: Signature: _____

Printed Name: _____ Title: _____

Date: _____

Morrisville Sponsorship Policy & Facility Naming Rights Policy

Morrisville Town Council Meeting
March 26, 2024

Wil Glenn, Communications & Outreach Director

Overview

- Current Situation
- Need for a Sponsorship Policy
- Proposed Sponsorship Policy
- Proposed Facility Naming Rights Policy
- Benefits and Opportunities
- Nearby Communities
- Promotion and Advertising
- Next Steps

Current Situation

- Town mostly utilizing partnerships
- Local businesses expressing interest in sponsoring athletics and events



Need for a Sponsorship Policy

Challenges

- Lack of Direction
- Inconsistent Approach
- Risk of Misalignment
- Compliance and Legal Risks
- Missed Revenue Opportunities



Need for a Sponsorship Policy

Benefits

- Clear Guidance
- Alignment with Strategic Objectives
- Consistent Brand Messaging
- Efficient Resource Allocation
- Risk Management
- Accountability and Transparency



Proposed Sponsorship Policy

Establishes a process that sets the standards, guidelines and approval criteria for the consideration and acceptance of sponsorships for activities, events, and programs



Proposed Sponsorship Policy

Sponsorship opportunities include but are not limited to:

- **Town publications:** print and digital advertising
- **Athletic Teams:** support for Town teams (e.g. baseball, softball, basketball or volleyball)
- **Events:** various levels of sponsorship packages
- **Programs:** advertising and marketing materials



Authority Structure for Review and Approval

- **Sponsorship Evaluation Committee:** Senior Management Team member, Communications & Outreach Director, Parks, Recreation & Cultural Resources Director, Finance Department designee, and a subject matter designee (when deemed applicable by the member of the Senior Management Team)
- **Department Head Approval:** less than \$1,000
- **Town Manager:** between \$1,000 and \$50,000
- **Town Council:** more than \$50,000 or involve naming rights

** Sponsorships may be reviewed in consultation with the Town Attorney.*

Impermissible Sponsors

The Town reserves the right to decline any sponsor or sponsorship proposal that appears to be in direct competition with Town services and products.

- A. In general, political organizations are not eligible for program sponsorships with the Town, nor are businesses, organizations or individuals whose primary products are firearms, tobacco, hemp and/or CDB products, alcohol, and/or any other subject matter not deemed appropriate by the Town Manager and Town Council.
- B. The Town reserves the right to decline any sponsor or sponsorship proposal that includes other factors that might undermine the public confidence in the Town's impartiality or interfere with the efficient delivery of Town services or operations.
- C. In all cases, the Town reserves the right to reject any and all sponsors and sponsorship proposals if the criteria as outlined is not followed or there is the existence of a potential conflict of interest or appearance of a conflict of interest.

Sponsorship Agreement

Sponsorship Agreement:

Upon approval of an offer of sponsorship, the sponsor and Town shall enter into a Sponsorship Agreement. The Sponsorship Agreement shall set forth specific guidelines and requirements related to sponsorship, such as a rate chart, sponsorship details and schedule.



Sponsorship Levels

Sponsorship Levels: The Town provides standard guidelines for sponsorship levels of typical activities, events, and programs. For larger, less typical occasions negotiation of sponsorship terms and fees will be executed in the sponsorship agreement.



Sponsorship Levels

SpringFest | July 3 Family Fun Fest| International Festival

All-America Sponsor - \$5,000

- Name and logo on sponsor banner as All-America sponsor
- Name and logo on sidewalk & stage A-frames as All-America sponsor
- Website recognition with URL link to sponsor's website
- Social media profile
- Link in Next Week in Morrisville e-newsletter
- Name and logo on T-shirt with prominent placing
- Name and logo in quarterly newsletter
- Verbal recognition at event
- Preferred parking
- Tent at event (limited amount)

Gold Sponsor - \$1,000

- Name and logo on sponsor banner as Gold sponsor
- Name and logo on website
- Name and logo on T-shirt
- Verbal recognition at event
- Tent at event (limited amount)

Platinum Sponsor - \$2,000

- Name and logo on sponsor banner as Platinum sponsor
- Social media mentions
- Name and logo on website & T-shirt
- Verbal recognition at event
- Tent at event (limited amount)

In-Kind Sponsor

- Tent at event (limited amount)



We connected. We well.



Sponsorship Levels

Holi Celebration | S'Morrisville | Trick-or-Treat the Trail

All-America Sponsor - \$4,000

- Name and logo on sponsor banner as All-America sponsor
- Name and logo on sidewalk A-frames as All-America sponsor
- Website Recognition with URL link to sponsor's website
- Social media profile
- Link in Next Week in Morrisville e-newsletter
- Name and logo in quarterly newsletter
- Verbal recognition at event
- Tent at event (limited amount)

Gold Sponsor - \$500

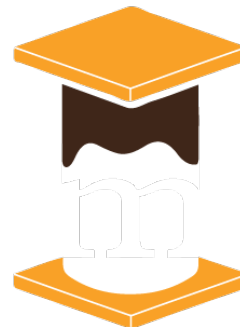
- Name and logo on sponsor banner as Gold sponsor
- Name and logo on website
- Verbal recognition at event
- Tent at event (limited amount)

Platinum Sponsor - \$1,000

- Name and logo on sponsor banner as Platinum sponsor
- Social media mentions
- Name and logo on website
- Verbal recognition at event
- Tent at event (limited amount)

In-Kind Sponsor

- Tent at event (limited amount)



S'Morrisville



Sponsorship Levels

Diwali Celebration | Egg Hunt | Light up Morrisville

All-America Sponsor - \$2,000

- Name and logo on sponsor banner as All-America sponsor
- Name and logo on sidewalk A-frames as All-America sponsor
- Website recognition with URL link to sponsor's website
- Social media profile
- Link in Next Week in Morrisville e-newsletter
- Name and logo in quarterly newsletter
- Verbal recognition at event
- Tent at event (limited amount)

Gold Sponsor - \$250

- Name and logo on sponsor banner as Gold sponsor
- Name and logo on website
- Verbal recognition at event
- Tent at event (limited amount)

Platinum Sponsor - \$500

- Name and logo on sponsor banner as Platinum sponsor
- Social media mentions
- Name and logo on website
- Verbal recognition at event
- Tent at event (limited amount)

In-Kind Sponsor

- Tent at event (limited amount)



Sponsorship Levels

Earth Day | Fire Safety Day | Green Day | Juneteenth | National Night Out | Movies in the Park | Music in the Park | Veterans Day Celebration

All-America Sponsor - \$1,000

- Name and logo on sponsor banner as All-America sponsor
- Name and logo on sidewalk A-frames as All-America sponsor
- Website recognition with URL link to sponsor's website
- Social media profile
- Link in Next Week in Morrisville e-newsletter
- Name and logo in quarterly newsletter
- Verbal recognition at event
- Tent at event (limited amount)

Gold Sponsor - \$250

- Name and logo on sponsor banner as Gold sponsor
- Name and logo on website
- Verbal recognition at event
- Tent at event (limited amount)

Platinum Sponsor - \$500

- Name and logo on sponsor banner as Platinum sponsor
- Social media mentions
- Name and logo on website
- Verbal recognition at event
- Tent at event (limited amount)

In-Kind Sponsor

- Tent at event (limited amount)



Proposed Facility Naming Rights Policy

The facility naming rights policy establishes parameters for soliciting and entering into a facility naming rights agreement to provide financial support to the Town in exchange for a name being assigned to a Town-owned building, facility, or amenity.



Proposed Facility Naming Rights Policy

The Town will consider naming requests within the following broad categories:

- Major Gifts
- Historic Events, People, and Places
- Outstanding Individuals



Major Gifts

Major Gifts: A significant donation may be made to the Town that may add considerable value to the Town and/or the Town's facilities. On such occasions, recognition of this donation by naming or renaming a facility in honor of, or at the request of, the donor should be considered consistent with the facility naming rights policy and other Town policies.



Major Gifts

As a guideline, a gift for naming a facility ordinarily should equal:

1. At least one-third of the total project cost for constructing or acquiring the new facility; or
2. At least one-third of the total project cost for renovating an existing facility; or
3. At least one-third of the portion of the total project cost that is to be raised from the private sector if state or other funds are funding a portion of the project cost for a new or renovated existing facility; or
4. At least one-third of the replacement cost of an existing facility not undergoing renovation.

Major Gifts

Facility	Cost	Required Gift
Dog Park	\$1.2M	At least \$400,000
MCP Phase 3	\$2.7M	At least \$900,000
Church Street Park North Lot	\$1.7M	At least \$566,666

Gifts should equal at least one-third of the total project cost for constructing, acquiring, renovating or replacing a facility.

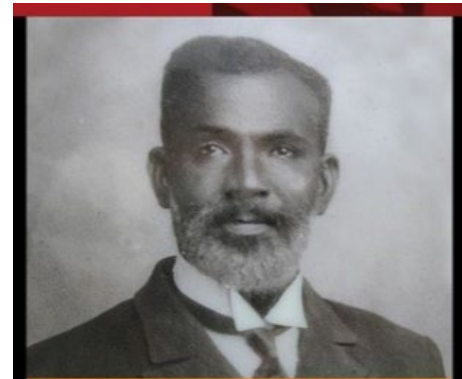


Historic Events, People, and Places

When a facility is associated with or located near events, people, and places of historic, cultural or social significance, consideration will be given to naming that facility after such events, people, and/or places. When considering such proposals, the relationship must be demonstrated through research and documentation, including consideration of impacts on all community members and cultures.



Mabel Pugh



Dr. James
Dunston



Outstanding Individuals

The Town has benefited, throughout its history, from the contributions made by many outstanding individuals. This category is designed to acknowledge the sustained contribution that has been made by one (or more) of those individuals to the Town. Naming a facility for an outstanding individual is allowed posthumously.

Outstanding Individuals

When requested to name a facility after a person, consideration will be given when:

- The person was exceptionally dedicated or demonstrated excellence in service in ways that made a significant contribution to the Town;
- The person volunteered and gave extraordinary help or care to individuals, families, groups, or support to the community;
- The person risked (or lost) his or her life to save or protect others; and/or
- The person demonstrated commitment to diversity, equity and inclusion.



Terms of Naming Rights

Term of Naming Rights

In appropriate instances, most often involving a corporate benefactor, a naming may be granted for a pre-determined fixed term. At the end of the term, the name of the facility shall expire but may be renewed with the same or a new name. The facility naming rights agreement shall clearly specify the period for which the facility will be named.

Early Termination of Naming Rights

Termination by the Town – The Town shall have the authority to revoke the naming of a facility for compelling reasons as determined by the Town at any time. Any prepaid financial contributions will be proportionally refunded except in the case of termination prompted by a donor's tarnished image.

Termination by the Donor – The donor may, without consideration of refund and at its sole discretion, terminate its acceptance of the naming rights prior to the scheduled termination date upon request to the Town.

Research

It is necessary that any name, especially names referencing individuals and/or families be thoroughly researched by the Naming Rights Evaluation Committee or appointee(s). Some suggestions for learning more about the history of a name include:

- A. Internet search for online documents or references
- B. Library search for documents or references
- C. U.S. Census archives ([Archives.gov/research/census/online-resources](https://www.archives.gov/research/census/online-resources))
- D. State Archives of North Carolina ([Archives.ncdcr.gov](https://www.archives.ncdcr.gov))
- E. National archives ([Archives.gov/index](https://www.archives.gov/index))

Additional information and research sources shall be considered as appropriate given the naming request.

Authority Structure for Review and Approval

The Town of Morrisville possesses sole and final decision-making authority for determining the naming of a facility and reserves the right to refuse any naming offer. Facility naming agreement proposals will be reviewed according to the following procedures and guidelines:

- A. Naming applications will be evaluated by the Naming Rights Evaluation Committee on a case-by-case basis.
- B. The Naming Rights Evaluation Committee will facilitate the research associated with proposals. They may choose to appoint additional Town staff to assist with the research.
- C. Applications may be reviewed in consultation with the Town Attorney.
- D. A recommendation will be provided to the Town Council for approval within a reasonable period of time following the receipt of the facilities naming rights interest form. Prospective facility names may be subject to a public hearing at a Town Council meeting to gauge the support of the community.

Facility Naming Rights Agreement

Upon approval of a naming rights offer, the donor and Town shall enter into a facility naming rights agreement, which shall set forth specific guidelines and requirements such as a rate chart, naming rights details, and schedule.



Benefits and Opportunities

A structured sponsorship policy encourages proactive identification and pursuit of sponsorship opportunities that align with the Town's strategic objectives. Systematically assessing potential partnerships and staying abreast of industry trends and opportunities, will allow Morrisville to capitalize on rewarding sponsorship deals.

A structured policy will help maximize the benefits of sponsorships while minimizing risks and inefficiencies. It serves as a strategic framework for managing sponsorships effectively and leveraging them to advance the organization's mission and objectives.



Nearby Communities

Cary

- One facility with naming rights (WakeMed Soccer Park)
- Majority of sponsorships are for festivals, events, and sports leagues and teams



Apex

- Mostly event sponsorships
- Haven't done naming rights for facilities in the past, but currently working through some opportunities to add company logos at their new Pleasant Park

Wake Forest

- Mostly event sponsorships
- Working on naming rights for their fitness court



Promotion and Advertising

Place Sponsorship Information in Strategic Locations:

- Website
- Event Packages
- Athletic Registrations
- Parks Program Guide
- Small business Outreach
- Newsletters
- Parks Facilities and Athletics Fields

**Facility Naming Rights initiated through RFP process*



Next Steps

- Finalize policy
- Resolution to adopt policy
- Finalize sponsorship levels
- Create awareness with promotion and advertising
- Explore sponsorship opportunities
- Establish tracking and reporting measures

Questions?

