

CITY OF EMPORIA, KANSAS

PAY PLAN

October 1, 2008
Commission Approved

Updated June 19, 2013

The compensation plan is a living document and may be changed, modified, or rescinded, from time to time, with or without notice. The policies and procedures contained in the compensation plan do not constitute enforceable rights by City employees, create a property interest, nor do they constitute a substantive modification or restriction on the City Manager's right to terminate or discipline any employee for the good of the city. To the extent that provisions of this compensation plan conflict with provisions of the Employee Handbook, this compensation plan shall control and supersede said provisions. Provisions of the Employee Handbook which are not in conflict with this compensation plan shall remain in full force and effect. The compensation plan shall apply to non-exempt and exempt employees. All employees of the Police and Fire Departments will be subject to the compensation plan. Nothing contained herein shall be interpreted as creating a contract, express or implied, between the City of Emporia and any employee; nor does anyone other than the City Manager have authority to make such a contract.

The expense of the performance of the City under the compensation plan and the incurrence of any liabilities by the City shall be subject to and dependent upon annual appropriation being made by the City Commission for such purposes plus the availability of revenue sufficient for such purposes. Notwithstanding any provision contained in the compensation plan, the City is not obligated to budget or appropriate moneys to provide for the costs and expense under the compensation plan beyond the end of the fiscal year.

As used in this compensation plan, the masculine gender shall be construed to include the feminine gender.

- I. General: It is the policy of the City that the compensation provided for all employees is established for the purpose of obtaining, retaining, and motivating competent individuals to deliver the necessary services required by the residents of the city.

Within sound fiscal policy, compensation will be provided on the basis of internal equity and external competitiveness. A consistent relationship will be established between compensation and job content.

- II. Classification and Compensation Plan: The current pay plan was accepted by the City Commission on June 19, 2013. The "Classification and Compensation Study" provides the basis for administering and maintaining this policy and pay plan, in conjunction with the salary administration policy and guidelines developed and administered by the City Manager.

- A. Maintenance of the Classification and Compensation Plan: The current plan shall, from time to time, be reviewed so as to provide for change in class duties necessitated by organizational adjustment, improved methods, or new or revised service programs. The City Manager shall approve all new or revised job descriptions, and reclassify, reassign, or transfer any employee when such action is deemed essential or desirable for the improvement of City operations or the benefit of the employee.

- B. Part-Time, Seasonal or Temporary Positions: The City Commission will establish the wage range for part-time, seasonal, or temporary positions or for positions developed under any training or special program for which there are no class descriptions.

- C. Starting Pay: New employees shall normally start work at the entry level step of the grade to which their positions are allocated by the classification plan.

1. In the case where a candidate for employment clearly exceeds the minimum knowledge, skills and abilities for the work of the position, he may be employed initially at a wage in the pay plan higher than the entry level; provided however, that the department head and the City Manager shall approve such. In

such case, the employee shall then follow the progressive pay plan as outlined for all new employees.

2. In making the determination to hire above the minimum, the City Manager shall consider the relationship of the proposed wage to the wages of current employees within the grade, the applicant's qualifications, and the competitive conditions of the employment market at the time of hire.

III. New Position Probationary Period: New employees and current employees that change positions during employment will successfully complete a Probationary Period. This period will be a minimum of six months and may be extended up to twelve months if necessary for an employee to obtain the skills and ability necessary to meet the expectations of the position. Commissioned Police Department and Fire Department employees' probationary period will be a minimum of 12 months.

IV. Performance Evaluations:

- A. New employees will be formally evaluated at six months, twelve months and annually thereafter. Current employees, who are promoted to positions with substantially different duties and responsibilities, and employees who transfer to a different division or department with substantially different duties and responsibilities, as determined by the Department Director and the Director of Administrative Services and approved by the City Manager, will be formally evaluated at six months, twelve months and annually thereafter.
- B. Employees may be evaluated at any time for exceptional or unsatisfactory behavior.
- C. An employee who is eligible to receive a merit increase will do so with the payroll which begins following his anniversary date, completed evaluation, and approval by the City Manager.

V. Periodic Pay Increases: Wage increases within the range shall not be routine or automatic, but will be granted strictly on the basis of work performance and will be administered according to the wage administration policy and guidelines in accordance with the adopted pay plan. The City Manager has the discretion to approve, deny or modify all requests for pay increases. The effective date of wage changes will coincide with the beginning date of the following payroll period.

A. Employees shall be eligible for pay increases at completion of each interval of twelve months in conjunction with the performance evaluation. Overall performance ratings will determine the amount of increase that an employee will be eligible to receive.

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| 1. | Does not meet expectations or Needs Improvement | = | No Increase |
| 2. | Meets Expectations rating | = | 2% |
| 3. | Exceeds Expectations rating | = | 3% |
| 4. | Excels rating | = | 4% |

B. Employees that receive a Does not Meet Expectations or Needs Improvement rating on a performance evaluation will be placed on probation, and be provided with a description of the performance expectations to be reached within the probationary period. This probationary period will be six months, and cannot be extended. If, at the end of the probationary period, the employee is not meeting or exceeding the performance expectations, the City may proceed with termination procedures. Furthermore, if an employee in this situation successfully completes the probationary period, then falls below the expectations, the City may proceed with disciplinary actions up to and including termination.

C. Employees that are receiving the maximum allowed pay rate for the assigned position classification may be considered for an annual, one-time bonus payment of up to 2.5% of their annual wage. Only employees who receive an Excels performance review shall be eligible for the bonus pay. This provision recognizes that each job has a maximum monetary value while allowing employees at the top of the wage classification to be rewarded for performance that is considered above the normal expectations of the position. The bonus pay must be earned annually for the work performed during the previous

12-month period. The wage rate for employees receiving the bonus pay shall not be increased.

G. Department heads shall avoid circumstances whereby a special pay increase is recommended to prevent a valuable employee from seeking employment elsewhere. Merit and ability should be recognized voluntarily by the supervisor, not under the threat of resignation.

VI. City-Wide Salary Adjustment: In order to recognize the effects of inflation it may be necessary to give all employees periodic increases. Such increases will be made at the discretion of the City Commission and implemented on the first payroll date of April, and may be based either on the estimate of the increase in the cost of living or upon the consumer price index of the U.S. Department of Labor.

Such increases could be made by adding a percentage uniformly to every employee's current rate, and to the minimum and maximum rate of the pay rates set out in the City pay plan, and should not involve any changes in the grades of positions.

If any employee is currently above the maximum for the assigned pay grade, he might receive a lesser increase, or not receive any increase, if such increase would cause his wage to exceed the maximum for his pay grade.

The City reserves the right to recognize an economic deflationary period and adjust wages accordingly, based on the same guidelines as stated for inflation.

VII. Promotion: Upon promotion to a position of a higher class, employees shall begin at the entry level of the new range or receive a 5% increase, whichever results in the higher wage. An employee that is promoted will enter a six month probationary period that may be extended, but will not exceed twelve months. Following probation, he will be eligible for an evaluation and an increase every twelve months after the date of the promotion. Pay increases following promotion will be based on the overall performance rating, as outlined for other pay increases.

When an employee is promoted then receives an unsatisfactory or below average performance evaluation at the end of the probationary period, he may return to the former position, provided an opening still exists. Pay will be reduced to the former wage with provision for any City wide wage adjustment that may have occurred while in the higher position.

If the former position is not available, such employee will be given priority consideration for any open position within the City, if he meets the minimum qualifications for that position.

- VIII. Demotion: If an employee is demoted based on job performance, he will enter a probationary period of six months, with the possibility of extension to no more than twelve months. The City retains the right to terminate employment when an individual cannot obtain the skills and ability necessary to meet the expectations of the position.

When an employee is demoted to a lower wage range, he will receive a 5% decrease in pay or to the top of the salary range, whichever results in the lower hourly wage.

Following the demotion, he will be eligible for an evaluation and an increase every twelve months after the date of the demotion.

- IX. Work Week: Overtime compensation will be paid at one and one half (1 ½) times the regular hourly rate to non-exempt employees who work or have eligible paid benefit hours in excess of forty (40) hours during the normal seven-day work week which begins on Sunday and ends on Saturday. Except that:

Non-exempt Fire Department personnel who work 24-hour shifts will be paid overtime for hours worked or have eligible paid benefits hours in excess of two hundred four (204) hours in a twenty-seven day cycle. Non-exempt personnel who work eight hour shifts will be paid overtime for hours worked in excess of forty (40) hours in a normal work week.

Paid Vacation, Holiday and Personal Holiday hours will be considered as time worked for purposes of calculating overtime.

Paid Sick leave and comp time, and unpaid leave are not considered time worked for purposes of calculating overtime.

Overtime work will be paid on the first pay day following the pay period in which it is earned. Overtime will be paid for any quarter hour period in which the majority (7 minutes) of the quarter hour was worked. Overtime will not be paid for the quarter hour when less than 7 minutes is worked.

X. Compensatory Time:

- A. Under certain circumstance, non-exempt employees may be allowed to take equivalent time off, in lieu of being paid, for overtime worked.

Department heads will determine whether compensatory (comp) time will be allowed in their department and if so, which employees are eligible. If it is determined that comp time will be allowed, each employee who desires to take comp time must sign a Memorandum of Understanding. Comp time arrangements must be completed before overtime which is to be taken as comp time is worked.

- B. Comp time will be calculated in the same manner as overtime. That is, each overtime hour worked will result in one and one-half (1 ½) hours of comp time.

Comp time taken off will not count as time worked for the purpose of calculating overtime.

Comp time will be identified on each employee's time sheet, both when it is worked and when it is taken as time off.

Comp time balances will be maintained on the payroll system. Comp time may be taken off in increments of at least one-half (½) hour, subject to the approval of the employee's supervisor.

- C. Comp time may not be accumulated in excess of forty (40) hours. Any overtime worked which would result in an accumulation of over 40 hours must be paid as overtime pay.

- D. An employee that terminates will be paid for the balance in his comp time account with his final pay check. The City maintains the option to purchase the balance in any or all comp time accounts, as deemed necessary.

XI. Anniversary Date:

- A. For the purpose of accruing paid Sick Leave and Vacation Leave and receiving Service Awards, an employee's anniversary date will be the date of full-time employment.
- B. Anniversary dates for employees changing positions within the City for performance evaluation and salary change purposes will be the date that an employee enters into the new position; such as the date of promotion, demotion, or position reclassification.

XII. Holidays:

- A. The eight following days shall be observed holidays for City employees (except as noted below):

New Years Day	January 1 st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25 th

If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if it falls on a Sunday, it shall be observed on the following Monday. To be eligible to receive pay for an observed holiday an employee must not have been on leave without pay status on all, or any part, of the work day prior to or following the holiday.

- B. Firefighters will be compensated for holidays on the basis of 3.7 hours per pay period.
- C. The City Manager may designate any other day as an official holiday and may grant a day, or partial day, off with pay for City employees.
- D. Compensation for working on a Holiday. Full time non-exempt employees, other than firefighters, scheduled to work on an observed holiday shall receive eight hours of holiday pay (at the regular rate of pay) which will count as time worked toward overtime during the pay period,

plus regular pay for the hours actually worked on the holiday; or be granted paid time off in an equivalent number to the hours worked, not to exceed eight hours, and with prior approval by the supervisor.

The day worked will be placed in a Holiday Comp accrual account by recording it on the timesheet as "Holiday Comp Earned", and when taken will then reflect "Holiday Comp Used". The combined total of Holiday Comp and Comp Time shall not exceed the comp time limit of 40 hours.

- E. Part-time employees shall not receive paid holidays. If required to work, one shall receive his regular hourly wage, or overtime if applicable under FLSA standards.

XIII. Personal Days: Effective January 1, 2009, subject to the following provisions, all employees will receive two personal days each calendar year. These personal days may be used at any time during the year, subject to the following specifications:

- A. A day will be eight hours for all employees other than firefighters. A day will be 12 hours for firefighters.
- B. Personal days may not be taken in parts; they must be taken in eight or twelve hour increments, as defined above.
- C. Department Heads or Supervisors must approve the use of personal days, in advance.
- D. Personal days may not be carried over year-end. If they are not used during the calendar year to which they pertain, they are lost. Unused personal days are not paid upon termination.
- E. New employees are not eligible for personal days during their first six months of employment. Employees hired after March 31 will only receive one personal day during their first year of employment.
- F. Personal days will count as time worked for purposes of computing overtime.
- G. Part time employees will not receive personal days.

XIV. Funeral Leave: The City provides up to three scheduled work days (up to two firefighter shifts) to attend the funeral of an immediate family member, or for a member of the spouse's immediate family. Funeral leave must be approved by the supervisor or department head.

XV. Vacation: Vacation leave shall be earned beginning with the date of employment under the conditions hereinafter stated. An employee must work or be on approved leave for every work day or assigned shift during a calendar month to be eligible to accrue vacation leave for that calendar month of service.

A. Accruals will be credited and available to employees on the first day of the month following a completed calendar month of services.

B. Full time employees are entitled to paid vacation leave according to the following schedule; however, paid vacation leave is not permitted until an employee has passed the one-year anniversary date of his full time employment.

Hours Earned Per Month	Years of Continuous Full Time Employment			
	<u>0 to 10</u>	<u>11 to 15</u>	<u>16 to 25</u>	<u>over 25</u>
	8	10	12	14

The vacation leave for full time firefighters assigned to 24-hour shifts shall be as follows:

Hours Earned Per Month	Years of Continuous Full Time Employment			
	<u>0 to 10</u>	<u>11 to 15</u>	<u>16 to 25</u>	<u>over 25</u>
	12	15	18	21

C. Maximum annual carry-over of vacation will be as follows:

Employed full time before 01/01/1990:
 Employees 240 hours
 Firefighters (24-hr Shift) 360 hours

Employed full time on or after 01/01/1990:
 Employees 120 hours
 Firefighters (24-hr Shift) 180 hours

D. Any unused vacation leave, which exceeds the previously listed maximums at year end, will be forfeited.

- E. Part time and seasonal employees will not accrue vacation leave.
 - F. During the first year of full time service, employees will accrue vacation benefit, but shall not be permitted to use any vacation credit prior to the completion of the first year of service. Employees terminated, voluntarily or involuntarily, prior to completion of the first year of full time service shall not be paid for any accrued vacation leave.
 - G. The dates for taking vacation leave shall be scheduled with the approval of the employee's supervisor or department head. Vacation may not be taken without prior approval of an employee's supervisor.
 - H. City holidays which occur during an authorized vacation will not be counted as a day of vacation, except firefighters, whose holidays are compensated as described in the Holiday Pay Policy.
 - I. Employees may use vacation leave in units of not less than one-half (½) hour.
 - J. Upon termination, an employee shall be compensated for all earned and unused vacation leave at his final rate of pay, unless he has not completed his first year of full time service.
 - K. Vacation leave will count as time worked for the purpose of calculating overtime.
 - L. If an employee has used all of his available sick leave in conjunction with an injury or Family Medical Leave, he may use available vacation leave to similarly supplement his Temporary Total Disability or medical leave.
 - M. When city employees, except firefighters, are on scheduled vacation leave at the time of a city holiday, vacation leave will be charged only for that part of the work schedule (if any) which exceeds the holiday benefit (8) hours. No employee, except a firefighter, may receive holiday pay and vacation leave at the same time.
- XVI. Sick Leave: Full time employees shall be entitled to sick leave for absences resulting from illness, injury, accidents, pregnancy, or other physical incapacity occurring off the job, to the extent such benefits have been earned. No employees shall be permitted to use sick leave for any period spent on

unauthorized leave.

- A. Employees may use accrued sick leave for appointments with a licensed doctor of medicine, dentistry, chiropractic or optometry or other licensed medical professional with at least one day's notice to his immediate supervisor.
- B. Employees may use accrued sick leave for the illness of an immediate family member when the presence of the employee is considered essential to the care of that person. Such absences may require a written physician's statement that the employee's presence is required for the care of the family member.
- C. Sick leave shall be earned beginning with the date of employment under the conditions hereinafter stated. An employee must work or be on approved leave for every work day or assigned shift during a calendar month to be eligible to accrue sick leave for that calendar month of service.
- D. Accruals will be credited and available to employees on the first day of the month following a completed calendar month of services.
- E. Full time employees are entitled to accrue paid sick leave according to the following schedule; however, paid sick leave is not permitted until an employee has been employed one complete month from the date of full time employment.
 - 1. Full time employees (other than Firefighters) earn eight (8) hours of sick leave a month for each full month of service until he has completed twenty-five (25) years of service, after which he will earn twelve hours per month.
 - 2. Firefighters hired before 01/01/1995 will accrue sick leave at the rate of twenty (20) hours per month until he has completed twenty-five (25) years of service, after which he will earn thirty (30) hours per month.
 - 3. Firefighters hired on or after 01/01/1995 will accrue sick leave at the rate of twelve (12) hours per month until he has completed twenty-five years of service, after which he will earn eighteen (18) hours per month.

- F. Employees hired before 01/01/1990 have a maximum annual carry-over of 960 hours of sick leave. Firefighters hired before 01/01/1990 have a maximum annual carry-over of 2400 hours.
1. At year end, accumulated sick leave over 960 (2400 for Firefighters) hours will be converted to a Sick Leave Reserve Account at the rate of four (4) hours sick leave to one (1) hour of sick leave reserve.
 2. Employees may use sick leave reserve account hours for sick leave at the rate of one (1) hour from sick leave reserve account for one (1) hour of sick leave.
 3. Employees will be compensated for sick leave reserve account only upon termination of employment. An employee shall be paid at his current rate of pay for his Sick Leave Reserve.
- G. Employees hired on or after 01/01/1990 have a maximum annual carry-over of 480 hours of sick leave. Firefighters hired between 01/01/1990 and 01/01/1995 have a maximum annual carry-over of 1440 hours. Firefighters hired on or after 01/01/1995 have an annual maximum carry-over of 720 hours.
1. An employee hired on or after 01/01/1990 who has accumulated sick leave over 480 (1440 or 720 for Firefighters) hours will be converted and paid to the employee at the rate of four (4) hours sick leave to one (1) hour of annual sick leave pay out.
 2. Pay for excess annual sick leave will be accomplished in January, after year-end balances have been accrued, calculated and adjusted.
 3. Annual sick leave payout will be calculated using the employee's then current rate of pay.
 4. Employees hired before 01/01/1990 are not eligible for the annual sick leave pay out provision.
- H. Employees may use sick leave in units of not less than one-half (½) hour.
- I. A supervisor or department head may require a signed statement from a

health care provider verifying the employee's inability to perform his assigned duties because of illness or injury.

- J. A supervisor or department head may require a written statement from a health care provider stating that an employee is fit to return to duty following usage of sick leave.
- K. An employee who is allowed a sick leave longer than fourteen (14) calendar days must submit a statement of condition from his health care provider at least every two (2) weeks, unless his health care provider specifies in writing that a longer period between exams is appropriate.
- L. To be eligible for paid sick leave an employee, or his representative, shall notify his immediate supervisor and give the reason for the absence no later than the beginning of the first work day for which sick leave is taken.
- M. When a city employee, except a firefighter, is sick or on a scheduled leave at the time of a city holiday on which he is scheduled to work, sick leave will be charged only for that part of the work schedule (if any) which exceeds the holiday benefit (8) hours. No employee, except a firefighter, may receive holiday pay and sick leave at the same time.
- N. An employee who is absent from work because of illness or an off-the-job injury, but who does not have accrued sick leave available may, upon recommendation of his supervisor or department head and upon approval of the City Manager, be granted sick leave without pay. If granted, the employee's sick leave without pay status will be reviewed the first working day of each following month. After review, the employee will be informed of his status by his department head or supervisor. All sick leave without pay will be reported on the time and attendance reports.

When on approved, non-paid sick leave, an employee will continue to receive all benefits as stated in this pay plan.

- O. An employee shall not be paid for any unused sick leave upon termination of his employment with the City except those amounts, if any, in his sick reserve account.
- P. Under certain conditions, an employee on sick leave due to an off-the-job injury or illness may be eligible for temporary reassignment of duties. The following conditions must be met for such a reassignment to be

effective:

1. The employee must be on sick leave due to an off-the-job injury or illness; and,
2. The medically related absence is expected to last at least two (2) weeks, but be of a temporary duration; and,
3. The City has a vacant position; and
4. The employee is qualified and adequately trained to perform the duties of the position with minimal training; and,
5. The employee, and the City Manager both agree to the reassignment; and,
6. The employee's physician agrees, in writing, that the duties involved in the temporary reassignment will not aggravate the employee's medical condition.

An employee on temporary reassignment will receive his regular pay and benefits.

A temporary reassignment may not continue after the vacant position in question has been filled. An employee on temporary reassignment must present a written doctor's statement as to his condition at least monthly, unless the doctor specifies, in writing, a longer period.

A temporary reassignment may not continue more than six (6) months. Efforts will not be made to obtain a regular employee for the vacant position being filled by an employee on temporary reassignment, until the temporarily assigned employee is apparently ready to return to his regular duty, or is near the maximum time allowed for temporary reassignments, unless the employee is unable to satisfactorily perform the duties of his temporary assignment.

If an employee, who is on extended sick leave, wishes to be considered for temporary reassignment, he should contact his supervisor, department head, or the Human Resources Department so that it can be determined if a suitable vacancy exists.

Q. When an employee has given notice of his intention to terminate

employment with the City, he may not use paid sick leave within the last two weeks (14 calendar days) of his employment. The only exception would be for time for medical appointments that were scheduled prior to giving notice that can be documented, in writing, by the physician's office, or at the discretion and approval of the City Manager.

- XVII. Injury Leave: Employees injured on the job are covered by the Kansas State Workers' Compensation Act. This law provides specific benefits. To initiate a claim, the following procedure must be followed:
- A. The employee shall report any injury immediately, regardless of extent, to his immediate supervisor. The immediate supervisor shall see that first aid treatment is provided to the injured employee as necessary. The injured employee must be taken to the City's designated health care provider or hospital.
 - B. The supervisor shall inform the Department Head of the accident and the response as promptly as possible.
 - C. The supervisor shall see that a properly completed accident report has been prepared, and shall forward it to the department head within twenty-four hours of the accident, or as soon thereafter as possible.
 - D. A copy of the completed accident report will be forwarded to the Human Resources Department within twenty-four hours of the accident, or as soon thereafter as possible.
 - E. An employee that, knowingly, reports a non-work related injury as work related will be subject to discipline, up to and including termination, and all benefits paid by the City or through workers' compensation are subject to repayment by the employee.
 - F. Employees will be provided time away from work to receive necessary treatment or examination regarding the injury. An employee will receive his regular rate of pay for time spent at such medical appointments. This time will be reported on time records as regular time worked, or light duty, whichever is appropriate to the circumstance. Employees will not be paid as time worked for appointments or treatments received outside the normal work schedule. Mileage for out-of-town appointments will be paid through workers' compensation. Neither the City, nor the workers' compensation administrator pays for

meal expenses associated with out-of-town appointments.

- G. When an employee is absent from work due to a job-related injury for seven consecutive calendar days, he becomes eligible for workers compensation salary benefits, Temporary Total Disability (TTD) at the rate of two-thirds (2/3) of base salary or the maximum allowable under state law. During the initial seven days of injury, an employee is eligible to use his accrued leaves (sick, vacation or comp time) to provide compensation prior to receiving TTD. He must make written request to the Human Resources Office, through his supervisor, in order to use his accrued time.
- H. During the period an employee is receiving Temporary Total Disability (TTD) benefits as the result of a work related injury, the employee may, upon written request, use accrued sick, vacation or comp leave in an amount that when added to his TTD benefit, will approximately equal his regular net pay, exclusive of overtime or other additional pay.
- I. A worker injured on the job has a right to file a claim with the City and all claims will be settled in accordance with State law. Workers' compensation is administered by the Human Resources Department which can provide full information on Workers' Compensation to any employee.
- J. The City, in conjunction with the workers' compensation administrator, will determine which health care provider(s) will serve as the designated treating physician for job related injuries.
- K. City provided benefits (sick and vacation accruals, health insurance, etc.) will continue to accrue and the employee shall be eligible to use such benefits, while on work related injury leave.
- L. An employee may return to regular duty after the authorized treating physician certifies, in writing, that he is physically able to perform the duties required of the position. The employee must present such certification as soon as he receives it and must be ready to return to regular duty at the beginning of the first work day following the release to full duty.

XVIII. Light Duty: The City will make a reasonable effort to accommodate an employee authorized to return to work with limitations and/or restrictions by an

authorized physician after a work related injury. The City's goal is to provide employees with a meaningful job, complying with all limitations and/or restrictions while they are recovering.

- A. Light duty is provided solely at the discretion of the City upon its determining whether or not light duty is available.
- B. When light duty is assigned, the department head or Director of Administrative Services shall determine the nature of the employee's responsibilities and the duties the employee shall and shall not perform. The duties assigned under this policy will be consistent with any restrictions determined by the treating physician that is authorized by the workers' compensation administrator.
- C. In the event that an employee receives a conflicting medical opinion from another medical professional other than the physician authorized by the workers' compensation administrator, the City will afford him all rights provided under work comp law.
- D. An employee must return to light duty as directed, or request departmental approval to use sick and/or vacation leave until he is willing to return. Such leave may or may not be approved.
- E. Light duty may be performed in any City department, however, the employee will continue to be compensated by the department in which he is employed. Priority will be given to assignments from the department for which the person is employed.
- F. Light duty pay will be at the employee's regular rate of pay and should be designated as "Light Duty" on time records.
- G. The City reserves the right to periodically review the circumstances regarding a light duty assignment, and has the right to discontinue light duty when that is deemed appropriate. After six months of light duty, if the employee is still unable to perform his normal job duties, with or without reasonable accommodations, then he may be terminated.

XIX. Group Health Plan:

- A. Regular, full-time employees are eligible to enroll in the City group health plan. Coverage is effective the first day of the month, following 90 days of employment.

- B. The City pays a significant portion of the total premium. The City will pay 90% of the premium for Single health coverage for employees, and will pay 50% of the total premium that also provides coverage to an employee's dependents (children, spouse, or both). Department Heads will receive a benefit equal to 100% of the total premium for the level of health coverage they select.
 - C. The City reserves the right to review, request bids, and select the group insurance administrator and the level of coverage offered to employees.
 - D. Employees must enroll in at least Single coverage or provide written proof, annually, that they are covered by another group health plan. An employee, and dependent(s), who decline to enroll at the first opportunity will be required to provide evidence of insurability before enrollment, and will be subject to any waiting periods or other restrictions imposed by the health coverage provider. Employees transferring to City coverage from another group plan must provide a Certificate of Creditable Coverage from the previous provider in order to waive waiting periods for coverage or for pre-existing conditions.
 - E. An employee who are eligible to retire under KPERS/KP&F may continue City group health care coverage for himself and any eligible dependent that is on the coverage at the retirement date, until the retiree reaches age sixty-five (65). The City does not contribute to payment of premium for such coverage. By State Statute, the City may exercise the right to charge up to 25% above the current group premium to retired participants.
- XX. Required Court Time for Police Department: Police Department employees that are required to report for Court cases, both municipal and district, will be paid his regular rate of pay.
- A. If required to come to Court during off duty hours or hours that are not contiguous to the regularly assigned shift, Police Officers will be compensated for a minimum of two hours, regardless of the time spent in Court. If an Officer is required to be in court longer than two hours, he will be paid, at his regular rate of pay, for all time actually spent in Court, in increments of the nearest 1/4 hour.
 - B. If court hours are during or contiguous to the regular work schedule, the

Officer will be paid for actual time spent in court in increments of the nearest 1/4 hour.

- C. Court hours will not count as time worked for the purpose of calculating overtime.

XXI. Call-Back Time:

- A. Call-back duty shall be an obligation of each employee of the City and call-back duty is considered part of the job requirement of each position when employed. Call-back is that time when it is necessary for the supervisor, department head, or City Manager to call an employee or group of employees to perform functions necessary or related to the operations of the city, or the department to which the employee is assigned, at other than scheduled work hours.
- B. Call-back shall be differentiated from schedule modification as follows: if an employee is notified of a requirement to work at other than normal work hours while he is at work, or at least twelve (12) hours prior to the time he is to report to work, the work performed outside regular working hours will be considered a schedule change. An employee whose schedule is modified under this provision will not be eligible for overtime pay until his hours worked in the pay cycle exceed the number as defined for FLSA purposes. (i.e.: 40 hours in a seven day work cycle; or 204 hours in twenty-seven days for firefighters)
- C. No non-exempt employee who is called to duty shall receive less than one (1) full hour's pay at one and one-half (1 ½) times his regular rate of pay. Time in excess of one hour shall be paid in one-fourth increments.
- D. For payroll reporting purposes, the time spent on a call-back situation begins when an employee arrives at his normal place of work, or at the actual location of the work. The call-back time ends when he finishes and either leaves the location, or leaves his normal work location. An employee is not paid for the time it takes after receiving the call to prepare to report or drive to the normal work site. Likewise, he is not paid for the time it takes him to return home following the completion of the duties required to answer the call-back assignment.
- E. It shall be the responsibility of an employee who is contacted to report for call-back duty to notify his supervisor if he is mentally or physically impaired such that reporting for duty might present a safety hazard to

himself or others. Examples of such impairment would be consumption of alcohol; the taking of medication which induces drowsiness; or fatigue. The supervisor making the contact will make a determination as to whether to require an employee to report to when the employee has reported an impairment.

XXII. Stand-by Duty:

- A. Stand-by duty shall be an obligation of each employee of the City and stand-by duty is considered a part of the job requirement of each position when employed.

Stand-by duty is that time for which an employee is required to be available to be called back to duty, should the operation of his department require unscheduled duty. Stand-by rosters will be compiled by each division supervisor, in accordance with the procedure observed by the department.

- B. Incentive pay, for stand-by duty, if any, will be: \$20 for each week day night (from ending time of work day until the start time of the following work day), and \$25 for each Saturday, Sunday, and City observed holiday.
- C. Time spent on duty, which results from being called-back, will be compensated at the overtime rate (1 ½ times regular rate) with minimum compensation to be one (1) hour overtime per call-back instance. Time in excess of one hour will be paid to the nearest one-fourth hour increment.
- D. Approval of the City Manager is required in order to establish a stand-by procedure in any department.

XXIII. Pay Days: All employees shall be paid biweekly. The normal pay day will be on Friday, following the Saturday which ends the pay period of fourteen (14) consecutive calendar days. When a payday falls on a holiday, employees will be paid on the preceding work day.

XXIV. Pay on Termination:

- A. An employee who is terminated and appeals his termination will receive his final regular wages, for the pay period in which the suspension in lieu of termination status began, on the regularly scheduled pay day of said pay period. Compensation for applicable unused vacation, comp time, or sick leave reserve account accruals will be paid on the first regularly scheduled pay day following the final determination of the appeal.
- B. An employee who is terminated and does not appeal his termination will be compensated for his final regular wages, applicable unused vacation, comp time and sick leave reserve account accruals on the first regularly scheduled pay day following the one (1) business day appeal limit period.
- C. An employee who terminates voluntarily or who retires shall receive his final pay on the first regularly scheduled pay day following his date of termination or retirement. Such final pay shall include pay for all vacation, comp time, and sick leave reserve hours.

XXV. Reimbursable Travel Expenses:

- A. It is the policy of the City to reimburse employees for the expenses of travel, including the cost of transportation, meals and lodging, provided such travel occurs in the course of conducting City business.
- B. Activities which justify the reimbursement of travel expenses include attendance at meetings, conventions and seminars or other educational functions related to the employee's job. Prior approval of such travel, however, must always be obtained from the employee's department head.
- C. The employee may use a City vehicle, if available, for trips requiring driving. If circumstances require the employee to use his own vehicle while traveling on City business, he shall receive a mileage allowance of the standard rate allowed by the IRS. The mileage allowance covers all transportation costs except parking fees or turnpike tolls.
- D. Arrangements for air travel should be made utilizing the most economical plan available.
- E. Lodging will be paid at the maximum rate of single occupancy per

person.

- F. A cash advance for expenses of approved travel may be obtained by submitting a request to the Accounting Department. Cash advances are only processed for travel that includes over-night accommodations. These advances will include funding for meals, at the per diem rate for meals not included in the cost of registration, and for mileage as determined through an internet service.
- G. Funds will not be advanced for any travel completed in one day. Reimbursement for meals will be paid, through the payroll system, on the first pay date following receipt and confirmation of the reported travel. Reimbursement for mileage for private vehicle use will be paid with the next regular pay ordinance processed by the Accounting Department, following the receipt and confirmation of the reported travel.
- H. Per diem meal reimbursement will be at the rate of thirty-six (\$36) dollars per day. Meals during out-of-town travel which involves less than a whole day will be reimbursed as follows: Breakfast \$7.00, Lunch \$12.00, and Dinner \$17.00. When an employee begins job-related travel before 6:30 am, he will be reimbursed for breakfast, and when he returns home from job-related travel after 6:30 pm, he will be reimbursed for dinner; otherwise these meals for days when travel begins or ends are non-reimbursable. If an employee's meal costs significantly exceed the per-diem allowance, he may submit receipts for his meals and request reimbursement for his actual expenses. However, exceptions to the per-diem allowance will be made only in exceptional cases. The meal allowance will not apply where provided meals or banquets are involved.
- I. The amounts claimed, less any cash advance, must be approved by the department head before submitting the request to the Accounting Department for payment. Reimbursement requests should be submitted within three (3) business days of returning to work. Reimbursement of expenses for lodging, meals and transportation will not be approved if they are unreasonable, as determined by the City. Appropriate receipts and documentation are required as with other credit card purchases.
- II.
 - J. For out of state travel, and subject to the approval of the City Manager, employees have the option of traveling by personal vehicle and receiving an in lieu of cash payment equal to the following:
 - 1. The cost of a single 14-day advance purchase, non-transferable

coach airfare with a date and time which would be typical arrival and departure times as documented by the employee through an internet service such as Expedia, Travelocity or Orbitz.

2. Allowance for mileage to the airport, and
3. Allowance for the cost of long-term parking of the vehicle at the airport or adjacent parking area;

provided that the in lieu of payment will not exceed the mileage reimbursement to and returning from the same destination. The in lieu of payment may only be claimed by the owner/driver of the private vehicle and not by any other employees traveling conjointly with him. The in lieu of amount is considered full compensation for all costs while en-route to and from the destination, including transportation, lodging and meals. Travel time in excess of one working day each way is considered vacation time and will be charged to the employee's vacation account. In order to have a clear understanding with regard to this policy, employees will be required to acknowledge, in writing, that selecting the in lieu of payment was a voluntary and personal choice.

XXVI. Meals Paid by City Credit Card: Meals purchased by City employees and charged to City-owned credit cards will only be paid when the meetings are conducted for City business purposes and when individuals outside the City organization are included in the meal. Appropriate receipts and documentation are required as with other credit card charges.

XXVII. MILITARY LEAVE:

- A. Military duty means training and service performed by an inductee or enlistee in the Armed Forces of the United States including time spent in, reporting for, and returning from such training and services. It also includes Active Duty or training as a Reservist in the Armed Forces of the United States or as a member of the National Guard, or as otherwise defined in the Veterans' Re-employment Rights Act, 43 U.S.C. Section 2021 et seq. (or such subsequent corresponding law).
- B. Any employee who leaves City service for military duty shall be granted military leave without pay, such leave to extend through a date designated by the Veterans' Re-employment Rights Act, 43 U.S.C.

Section 2021 et seq. (or such subsequent corresponding law). Military leave will be considered leave without pay for all pay and benefit purposes. Any employee who has a question regarding the applicable termination date of such military leave should seek the assistance of the Department of Human Resources. If not accepted for such duty, the employee shall be reinstated in his present position without loss of status or reduction in pay.

- C. An employee on military leave shall not accrue or be eligible for benefits during the term of such leave. However, the employee shall have the option to continue the City's health insurance for himself or his dependents, at his own expense.
- D. An employee returning from military leave shall, if qualified, be restored by the City to his former position or to a position of like seniority, status, and pay. If not qualified to perform the duties of the former position by reason of disability sustained during the services, he may request assignment to any other position in the City for which he is qualified. The duties the employee is qualified to perform will provide like seniority, status and pay, or the nearest approximation thereof consistent with the circumstances in the individual's case. An employee returning from military leave shall not be entitled to reinstatement if the City's circumstances have so changed during the employee's absence as to make it impossible or unreasonable to re-employ the individual. An employee seeking restoration to employment will make application for reinstatement within the format and time frames provided in the aforementioned applicable federal law. Any employee with questions on the method of seeking restoration of employment or benefits to which the individual may be entitled should contact the Department of Human Resources.
- E. Upon restoration to City service, the employee shall be restored all vacation and sick leave credits unless he shall have been paid for unused vacation leave at the time of entering military duty. Seniority, Sick Leave and Vacation leave will continue to accrue while on military leave, provided the employee returns to work immediately following the end of military duty. Any employee that is deemed medically unable to return will also be eligible to receive compensation for his accrued benefits, subject to the provisions of this Plan.
- F. The above and foregoing notwithstanding, an exempt employee who is absent from temporary military leave will not have his pay or benefits

reduced for such absence. Any military pay received during the period of the absence will be deducted from his pay. Temporary absence shall be deemed an absence of no longer than 12 consecutive weeks.

XXVIII. CIVIL LEAVE:

- A. **WITH PAY:** An employee shall be given necessary time off with pay (1) when performing jury duty, (2) when appearing in Court as a witness in answer to a subpoena or as an expert witness when acting in an official capacity in connection with the City, (3) when performing emergency civilian duty in connection with national defense, or (4) for the purpose of voting when the polls are not open at least two hours before or two hours after the employee's scheduled hours of work.

An employee that receives compensation through the courts for such civil pay will be entitled to keep the compensation, but must provide documentation of the compensation received. The employees wages will be reduced by the amount of compensation received.

- B. **WITHOUT PAY:** If an employee is involved in a personal lawsuit either as plaintiff or as defendant in an action not related to his duties with the City, he may take leave, without pay unless he elects to utilize any accumulated vacation or comp time leave.

XXIX. FAMILY MEDICAL LEAVE: Upon request, employees will be granted up to twelve (12) weeks of unpaid family and medical leave during any 12 month period. Such leave will be available as the result of the birth, adoption or placement of a child for foster care, to care for a spouse, child or parent with a serious health condition, or due to the disabling illness of the employee. When possible, employees are required to provide at least 30 days notice before beginning to take unpaid leave. FMLA entitles eligible employees to take up to 12 weeks of unpaid leave. The City has chosen to require accrued paid leave (sick, comp time, vacation, in that order) be used to cover this leave. Upon exhaustion of accrued leave, unpaid leave may be used for the remainder of the 12-week leave.

- A. **Eligibility:** To be eligible for leave under this section, an employee must have worked for the City for at least 12 months and for a minimum of 1,250 hours during the previous year. When both a husband and wife work for the City, the total number of weeks leave to which both are entitled for birth, adoption, or foster care placement of a child will be

limited to 12 weeks during any 12 month period. The 12 month period will begin with the first day of FMLA and end one year later. When leave is requested as a result of health condition, the employee will provide the City a certification statement issued by a health provider. Should there be a question of validity of the certification provided by the employee, the City may, at its own expense, require an opinion from a second health care provider. When there is a conflict between the two opinions, the City may pay for the opinion of a third provider. The opinion of the third provider is binding on both the employee and the employer.

- B. Restoration: An employee returning from family leave will be entitled to return to his former position or to a position with equivalent benefits, pay and other terms and conditions of employment.
- C. Vacation and Sick Leave: Employees on unpaid family or medical leave will continue to accrue vacation or sick leave benefits, as stated in this pay plan.
- D. Health Insurance Coverage and Payroll Deductions: During an approved family medical leave, the City will maintain an employee's health benefits, as if he continued to be actively employed. If paid leave is used, the City will deduct the employee portion of the health plan premium and all regular voluntary deductions as usual. If the leave is unpaid, the employee must pay his portion of the premium (if any) to the Human Resources Department at the same time as if it were made by payroll deduction. Health coverage and optional benefit coverage(s) will cease if premium(s) payment is more than 30 days late.
- E. Intermittent and Reduced Schedule Leave: Leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hour an employee works per work week or work day) if medically necessary. If leave is unpaid, the City will reduce the employee's wage based on the amount of time actually used for intermittent or reduced schedule leave, in increments not smaller than ½ hour. If intermittent or reduced schedule leave is requested, the City may temporarily transfer an employee to an alternative position which better accommodates his need for recurring leave and which has equivalent pay and benefits.
- F. Returning from Leave: If an employee takes leave because of his own

serious health condition, he is required to provide medical certification that he is fit to resume work. Employees may obtain Return to Work Medical Certification Forms from the Human Resources Department. If an employee fails to provide the form, he will not be permitted to resume work until it is provided. The City Manager may direct that a returning employee be placed in a different, but equivalent position, if it is in the City's best interest to do so.

G. Definitions: For the purposes of this policy, the following definitions apply:

“Spouse” is defined in accordance with applicable State law.

“Parent” includes biological parents and individuals who acted as an employee's parents, but does not include parents-in-law.

“Son” or “Daughter” includes biological, adopted or foster children; stepchildren; legal wards; and other persons that are under 18 years of age and for whom an employee acts in the capacity of a parent. Children over 18 years of age but incapable of caring for themselves due to mental or physical disability are within the meaning of the definition. Qualifying adoption requires the use of a licensed adoption agency or the issuance of a court order, and foster care is defined to require state action.

“Serious health condition” means any illness, injury, impairment, or physical or mental condition that involves: (1) any incapacity or treatment in connection with in-patient care; (2) any incapacity requiring absence of more than three calendar days and continuing treatment by a health care provider; or (3) continuing treatment by a health care provider of a chronic or long-term condition that is incurable or will likely result in incapacity of more than three days if not treated.

“Continuing treatment” means: (1) two or more treatments by a health care provider; (2) two or more treatments by a provider of health care services (e.g., physical therapist) on referral by or under orders of a health care provider; (3) at least one treatment by a health care provider which results in a regimen of continuing treatment under the supervision of, although not actively treated by, a health care provider for a serious long-term or chronic condition or disability which cannot be cured (e.g., Alzheimer's or severe stroke).

“Health care provider” includes: licensed medical doctors or osteopaths, podiatrists, dentists, clinical psychologists, optometrists, chiropractors authorized to practice in the State, nurse practitioners and nurse-midwives authorized under State law, and Christian Science practitioners.

“Needed to care for” a family member encompasses: (1) physical and psychological care; and (2) when the employee is needed to fill in for another person providing care or to arrange for third party care of the family member.

The phrase “unable to perform the functions of his job” means an employee is: (1) unable to work at all; or (2) unable to perform any of the functions of his position.

The term “functions” means “the fundamental job duties of the employment position,” and does not include the marginal functions of the position.

An “equivalent position” will involve the same or substantially similar duties and responsibilities, and must include substantially equivalent skill, effort, responsibility, and authority.

XXX. OTHER LEAVE: An employee, upon written request, may be granted leave of absence without pay for a period not to exceed one year. Such leave is subject to approval by the City Manager. Benefits shall not accrue while in this status.

XXXI. EXEMPT EMPLOYEE ABSENCES: An exempt employee, who is absent from work for less than a full day, will not have his pay reduced for such absences, nor is he obligated to use accrued vacation or sick leave to cover such absences.