



# City of Arkansas City

## CITY COMMISSION MEETING AGENDA

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Tuesday, December 21, 2021 at 5:30 PM — 118 W. Central Ave., Arkansas City, KS

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Please join our meeting from your computer, tablet or smartphone:

<https://global.gotomeeting.com/join/696410141>

You can also dial in using your phone: (872) 240-3212

Access Code: 696-410-141

### I. Routine Business

1. Roll Call
2. Opening Prayer and Pledge of Allegiance
3. Additions or Deletions (**Voice Vote**)
4. Approval of the Agenda (**Voice Vote**)

### II. Recognition of Visitors

1. Discuss request from the Suicide Prevention of Cowley County Coalition regarding the adoption of the barricade and street area at Chestnut Park.

### III. Comments from the Audience for Items Not on the Agenda

*Per the Kansas Open Meetings Act, the City Commission is not required to entertain any comments from the public during any meeting.*

*The following rules **must** be strictly adhered to by all citizens wishing to speak during a virtual/hybrid meeting, **whether they are on the agenda or recognized by the Mayor during the meeting itself:***

- Each speaker will state his or her name and address before making any comments.
- Each speaker will have three (3) minutes to present his or her comments.
- Comments or questions will be directed only to the City Commission.
- Debate or argument between parties in the audience will not be allowed. **"Logged in" citizens will remain muted during the meeting, unless recognized and called upon specifically by the Mayor.**
- Repeated reiterations by speakers will not be allowed.
- Violations of comment procedure will result in being directed to cease speaking or being muted.

### IV. Consent Agenda (Voice Vote)

*Note: All matters listed below on the Consent Agenda are considered under one motion and enacted by one motion. There should be no separate discussion. If such discussion is desired, any item may be removed from the Consent Agenda and then considered separately under Section VII: New Business.*

1. Approve the December 7, 2021, regular meeting minutes as written.
2. Ratify Mayor Scott Rogers' reappointments of Shannon Martin and Carlla Pike to the Visit Ark City Board of Trustees.

### V. Old Business

1. Consider a Resolution authorizing the City of Arkansas City to accept a proposal submitted by KB Archaeological Consulting, of Lawrence, regarding an Archaeological Survey at 1110 E. Kansas Ave., for an amount not to exceed \$16,928.00. (**Voice Vote**)

## VI. New Business

### Ordinances for Consideration

1. Consider first reading of an Ordinance adopting the budgeted pay plan for 2022 (with 1% COLA). **(Roll Call Vote)**

### Resolutions for Consideration

1. Consider a Resolution adopting by reference the Personnel Policies and Guidelines Manual for the City of Arkansas City, to become effective January 1, 2022. **(Voice Vote)**
2. Consider a Resolution approving a proposal for a Phase 1 Environmental Assessment for the property located at W. Madison Ave., Arkansas City, Section 36, Township 34, Range 03; S36, T34, R03, PT NW1/4 BEG W1345 & S42.81 FROM NE COR, S860, E300, S223.0, E357.5, SE 425(S), W690(S), N120, W495.28, N910(S), E325, N450.83, E TO POB. **(Voice Vote)**
3. Consider a Resolution making certain findings and determinations as to the need for housing within the City of Arkansas City and setting forth the legal description of real property proposed to be designated as a Rural Housing Incentive District within the City. **(Voice Vote)**
4. Consider a Resolution amending Resolution No. 665, concerning the composition of the Northwest Community Center (NWCC) Advisory Board. **(Voice Vote)**
5. Consider a Resolution approving the execution and delivery of necessary agreements to maximize the City of Arkansas City's allocation of Opioid Settlement Funds. **(Voice Vote)**

## VII. Staff Report Presentations

### City Manager's Report on Upcoming Activities

1. Chamber coffee and cookie swap
2. City Hall closed Dec. 24 and Dec. 31
3. Cowley County Legislative Committee
4. City Commission study session
5. City Commission reorganization meeting

## VIII. Communications and Reports

1. City Advisory Board Reports
2. November 2021 Financial Summary
3. 2022 City Commission regular meeting/study session schedule

## IX. Adjournment



# City Commission Agenda Item

**Meeting Date:** December 21, 2021  
**From:** Andrew Lawson, Public Information Officer  
**Item:** Approving December 7, 2021 Minutes

**Purpose:** Consent Agenda Item: Approve the December 7, 2021, regular meeting minutes as written.

**Background:**

Each meeting, the City Commission reviews and approves the minutes of its prior meeting(s).

**Commission Options:**

- 1. Approve with consent agenda.
- 2. Remove item from consent agenda for further consideration.

**Attachments:**

- 1. December 7, 2021 Regular Minutes

**Approved for Agenda by:**

A handwritten signature in black ink, appearing to read "Randy Frazer", written over a horizontal line.

Randy Frazer, City Manager

# City Commission of Arkansas City - Regular Meeting Minutes

The Arkansas City Board of City Commissioners met in regular session at **5:30 p.m. Tuesday, December 7, 2021**, in the Commission Room at City Hall, located at 118 W. Central Ave. in Ark City.

Mayor **Scott Rogers** called the meeting to order. Commissioners also present at roll call were Commissioners **Kanyon Gingher, Duane L. Oestmann, Jay Warren** and **Karen Welch**.

City employees present were City Manager **Randy Frazer**, City Attorney **Larry Schwartz**, City Clerk **Lesley Shook**, Public Information Officer **Andrew Lawson**, Management Assistant **Mike Crandall**, Finance Director **Jennifer Waggoner** and Building Official **Mike Bellis**.

Arkansas City Police Department personnel in attendance were Police Chief **Eric Burr**, Capt. **Jim Holloway**, Lt. **Jason Legleiter**, Master Police Officers **Matt Mayo** and **Jeremy Samson**, Police Officers **Dylan Hettenbach** and **Otey Spires**, Public Service Officer **Eric Gross**, and Administrative Assistant **Jeni McGee**.

Citizens observing in person or via GoToMeeting included **Sierra Evans**, Commissioner-elect **Charles Jennings**, **Amy Pinion**, Commissioner-elect **Diana Spielman**, **Addison Spires**, **Allison Spires**, **Harrison Taylor** and Cowley CourierTraveler reporter **John Shelman**.

Commissioner Warren offered the opening prayer. Mayor Rogers led the Pledge of Allegiance.

## Approval of the Agenda

Commissioner Warren made a motion to approve the agenda as presented. Commissioner Oestmann seconded the motion. A voice vote was **unanimous** in favor of the motion.

Mayor Rogers declared the agenda **approved** as presented.

## Recognition of Visitors

Police Chief Burr introduced to the City Commission the two newest members of the Arkansas City Police Department, Police Officers **Dylan Hettenbach** and **Otey Spires**, who then were administered their Oaths of Office by City Clerk Shook.

## Consent Agenda

Commissioner Oestmann made a motion to approve the consent agenda, consisting of the following:

1. Approving the **November 16, 2021**, regular meeting minutes as written.
2. Ratifying Mayor Rogers' reappointments of **Nancy Holman** and **Paisley Howerton** to the **Beautification and Tree Advisory Board**, and **JoAnn Bierle** to the **Community Spirit Award Committee** and the **Equal Opportunity and Accessibility Advisory Board**.
3. Approving renewal Cereal Malt Beverage (CMB) licenses for **2022**.



# City Commission of Arkansas City - Regular Meeting Minutes

Commissioner Welch seconded the motion. A voice vote was **unanimous** in favor of the motion.

Mayor Rogers declared the consent agenda **approved** as presented.

## Old Business

### Amending 2021 City Budget Ordinance No. 2021-12-4545

Mayor Rogers presented for discussion a public hearing regarding the proposed **2021** amended budget and first reading of an ordinance amending specified funds in the **2021 budget** for the City.

Mayor Rogers made a motion to open a public hearing. Commissioner Gingher seconded the motion. A voice vote was **unanimous** in favor of the motion. Mayor Rogers declared the public hearing **opened**. No one from the public spoke. Mayor Rogers made a motion to close the public hearing. Commissioner Gingher seconded the motion. A voice vote was **unanimous** in favor of the motion. Mayor Rogers declared the public hearing **closed**.

Finance Director Waggoner said this is a housekeeping item that will adjust the **Water Fund** to account for both the **Brad Meek and Hillside Additions Water Line Replacement Project** and the **North Pressure Zone Pump Station Project**, the **Library Fund** in case motor vehicle taxes come in stronger than expected, and the **Health Care Sales Tax Fund** and **Unpledged Health Care Sales Tax Fund** due to stronger-than-expected sales tax and compensating use tax revenues in **2021**.

Commissioner Oestmann made a motion to approve the ordinance as presented. Commissioner Gingher seconded the motion. A roll call vote was **unanimous** in favor of the motion.

Mayor Rogers declared the motion **approved** and given **Ordinance No. 2021-12-4545**.

## New Business

### Retail Attractions Renewal Resolution No. 2021-12-3448

City Clerk Shook presented for discussion a resolution authorizing the City to renew the contract agreement with **Retail Attractions**, LLC for economic development consulting services, for an amount not to exceed **\$48,000.00**.

City Manager Frazer said the current agreement for economic development consulting services between the City and Retail Attractions expired **November 3, 2021**.

In order to continue the professional consulting services provided to attract appropriate retail, residential, office and other ancillary mixed use development to the City, subject to the terms and conditions specified in the original agreement, Frazer said written notification must be provided for continuation of these services between both parties for an additional year.

# City Commission of Arkansas City - Regular Meeting Minutes

Commissioner Welch made a motion to approve the resolution as presented. Commissioner Oestmann seconded the motion. A voice vote was **unanimous** in favor of the motion.

Mayor Rogers declared the motion **approved** and given **Resolution No. 2021-12-3448**.

## WSU Archaeological Survey

City Clerk Shook presented for discussion a resolution authorizing the City to enter into a Service Agreement with **Wichita State University** regarding an archaeological survey at 1110 E. Kansas Ave., for an amount not to exceed **\$18,390.00**.

Commissioner Warren, who also serves on the board for the Etzanoa Conservancy, announced his conflict of interest and recused himself from discussion of this item as he left the room temporarily.

Management Assistant Crandall said the state archaeologist is requiring an archaeological survey to be performed at **1110 E. Kansas Ave.** before any future development can take place there.

Crandall said he recently sent out a Request For Proposals (RFP) to 10 qualified archeological consultants, selected from a list that was provided to him by the state archaeologist. Only one proposal was received back, however – this one from Wichita State University.

Commissioner Welch made a motion to table the resolution for further discussion **December 21**.

Commissioner Gingher seconded the motion. A voice vote was **unanimous** in favor of the motion.

Mayor Rogers declared the motion **approved** and the resolution tabled until **December 21**.

Commissioner Warren returned to the Commission Room after discussion of this item was over.

## Comments from the Audience

**Harrison Taylor**, 525 N. Fourth St., addressed the commissioners about their relationship with various City advisory boards, especially during the ongoing Comprehensive Planning process.

He advocated for more oversight and limitation from the City Commission to these boards, but several commissioners disagreed with him and said the boards should be free to have open discussions without undue influence or micromanagement from any of the commissioners.

**Commissioner-elect Jennings** also addressed the matter, pointing out that while some City boards have statutory authority, most do not, and it is always ultimately up to the City Commission to decide whether to acknowledge or disregard their recommendations and/or funding requests.

# City Commission of Arkansas City - Regular Meeting Minutes

## City Manager's Report on Upcoming Activities

City Manager Frazer provided the commissioners with the following reminders and updates:

- City staff plans to travel to Derby at **noon December 9** for a special **Statewide Housing Needs Assessment** listening session at the Derby Public Library, 1600 E. Walnut Grove Rd.
- The next **RISE Cowley** steering committee meeting will be at **10 a.m. December 14** at Four County Mental Health, located at 22214 D St. in Strother Field. The steering committee will elect its new officers for 2022 during the meeting.
- The next monthly **Cowley County Legislative Committee** meeting will be at **noon December 14** at the Winfield Area Chamber of Commerce office, 123 E. Ninth Ave.
- The **Arkansas City Area Chamber of Commerce** will be host to a special **"Summit Nights" (Shop Downtown)** promotion event from **5 to 8 p.m. December 16** in downtown Ark City.
- A special **Traffic Safety Committee** meeting to discuss the Multimodal Transportation Master Plan will be held at **10 a.m. December 17** at the Avery Learning Center, 2500 N. 15<sup>th</sup>.
- The next **City Commission** study session is at **noon December 17** in his office at City Hall.
- He will meet soon with County Administrator **Lucas Goff** and Winfield City Manager **Taggart Wall** to discuss how to proceed with replacing Cowley First Director **Kerri Falletti**.

## Other Business

Public Information Officer Lawson updated the commissioners on all of the grants awarded and received in **2021**, totaling **\$3.367 million** in grants toward **\$17.505 million** in new projects.

Another potential **\$265,066.19** in grants, going toward **\$844,726.19** in projects, is pending award.

Lawson also shared with commissioners a little more information from KDOT and the White House regarding the recently signed bipartisan **Infrastructure Investment and Jobs Act (IIJA)**.

Commissioner Warren asked about the **15<sup>th</sup> Street bridge replacement project**. Management Assistant Crandall said it is set for bidding in **December 2022**, but that will depend on cash flow.

City Manager Frazer said there is the potential for cost savings using prefabricated bridge pieces.

## Adjournment

Commissioner Warren made a motion to adjourn the meeting. Mayor Rogers seconded the motion.

A voice vote was **unanimous** in favor of the motion. Mayor Rogers declared the meeting adjourned at **6:20 p.m.**

**City Commission of Arkansas City - Regular Meeting Minutes**

**THE CITY OF ARKANSAS CITY  
BOARD OF CITY COMMISSIONERS**

\_\_\_\_\_  
Scott Rogers, Mayor

**ATTEST:**

\_\_\_\_\_  
Lesley Shook, City Clerk

**Prepared by:**

\_\_\_\_\_  
Andrew Lawson, Public Information Officer

DRAFT



# City Commission Agenda Item

**Meeting Date:** December 21, 2021  
**From:** Jill Hunter, Visit Ark City Director  
**Item:** Board Reappointments

**Purpose:** Consent Agenda Item: Ratify Mayor Scott Rogers’ reappointments of Shannon Martin and Carlla Pike to the Visit Ark City Board of Trustees.

**Background:**

**Shannon Martin** and **Carlla Pike** are both eligible for reappointment to another three-year (3) term on the **Visit Ark City Board of Trustees**. Both women have good meeting attendance records and are deeply involved in the Board’s ongoing mission to promote conventions and tourism in the Arkansas City area.

Pike is an at-large member currently serving as Treasurer, while Martin was first appointed earlier this year as a representative of the Burford Theatre, a tourist attraction, while she still was serving as the Burford director.

Since then, Martin has left employment with the Burford and now directs Cowley County Farm Bureau education programs on behalf of the Farm Bureau Federation. In this new role, she will be working with Visit Ark City Director Jill Hunter to create new agritourism programs and opportunities, which fits Visit Ark City’s mission.

Staff and Mayor Rogers recommend reappointing both women to additional three-year terms on this Board.

**Commission Options:**

1. Approve with consent agenda.
2. Remove item from consent agenda for further consideration.

**Attachments:**

1. Board Vacancies

**Approved for Agenda by:**

Randy Frazer, City Manager

**Board Vacancies as of December 15, 2021**

<b>Board, Commission, Committee or Council</b>	<b>Board and/or Staff Recommendations</b>	<b>Applications Received (or Interest Expressed)</b>
<b>Arkansas City Public Library Board of Trustees</b>		<i>Micah Fry, Jayna Munson, Joni Spicer, Latresha Swopes</i>
<b>Cowley County Council on Aging — 2 Vacancies</b>		<b>Accepting applications!</b>
<b>Equal Opportunity and Accessibility Advisory Board — 1 Vacancy</b>		Karla Gallegos Perez, Iris Turner
<b>Northwest Community Center Advisory Board — 2 Vacancies</b>		<b>Accepting applications!</b>
<b>Public Building Commission — 1 Vacancy</b>		<b>Accepting applications!</b>
<b>Visit Ark City Board Trustees</b>		<i>Anita Judd-Jenkins, Kayleigh Lawson, Joni Spicer, Charles Tweedy</i>

**Potential Upcoming Reappointments**

<b>Board/Commission/Committee</b>	<b>Member(s) / Term Expiration Date</b>	<b>Notes</b>
Outstanding Student Award Committee	Luke Wise / February 1, 2023 <i>*does not wish to be reappointed</i>	Wise resigned after moving away from the community
Equal Opportunity and Accessibility Advisory Board	Vacancy / January 1, 2022	Ethan Bartlett resigned
<b>Visit Ark City Board of Trustees</b>	<b>Shannon Martin</b> / January 1, 2022	Tourism Representative
	<b>Carlla Pike</b> / January 1, 2022	At Large / Treasurer
Arkansas City Public Library Board of Trustees	Duane Oestmann / January 10, 2022	City Commission representative (ex officio)
Visit Ark City Board of Trustees	Kanyon Gingher / January 10, 2022	City Commission representative (ex officio)
Arkansas City Public Library Board of Trustees	Lloyd Colston / February 1, 2022	Eligible for a second term
	Kayleigh Lawson / February 1, 2022	Serves as President
Building Trades Board	Michael Hunt / February 1, 2022	At Large (KS Gas Service)
	Mark Bartlett / February 1, 2022	Master Electrician / Chair
	John Bahruth / February 1, 2022	Master Mechanical
	Mike Kuhn / February 1, 2022	Master Plumber
Historic Preservation Board	Kayleigh Lawson / February 1, 2022	Finishing Jean Snell’s term
Northwest Community Center Advisory Board	Gary Hale / February 1, 2022	Currently serves as Chair
	Vacancy / February 1, 2022	Ruben Garcia passed away

## Applications Received / No Current Vacancies

Name	Interest in serving on:
Douglas Allison	South Central Kansas Medical Center Board of Trustees
Lloyd Colston	City Commission <i>(if a vacancy occurs by resignation)</i> South Central Kansas Medical Center Board of Trustees
Stacey Jervis	South Central Kansas Medical Center Board of Trustees
Kayleigh Lawson	Planning Commission / Board of Zoning Appeals Visit Ark City Board of Trustees
Clifton Lolar	South Central Kansas Medical Center Board of Trustees
Joni Spicer	Outstanding Student Award Committee Visit Ark City Board of Trustees
Latresha Swopes	Arkansas City Public Library Board of Trustees
Iris Turner	Recreation Commission South Central Kansas Medical Center Board of Trustees
Charles Tweedy	City Commission <i>(if a vacancy occurs by resignation)</i> Visit Ark City Board of Trustees



# City Commission Agenda Item

**Meeting Date:** December 21, 2021  
**From:** Mike Crandall, Management Assistant  
**Item:** Archaeological Survey at 1110 East Kansas Avenue

**Purpose:** Consider a Resolution authorizing the City of Arkansas City to accept a proposal submitted by KB Archaeological Consulting, of Lawrence, KS, regarding an Archaeological Survey at 1110 East Kansas Avenue, for an amount not to exceed \$16,928.00. **(Voice Vote)**

**Background:**

The State Archaeologist requires an Archaeological Survey be performed at 1110 East Kansas Avenue before any future development can take place. A Request for Proposal was sent out to ten Archeological Consultants from a list provided by the State Archaeologist. One Proposal was received from Wichita State University in the amount of \$18,390.00 and placed on the December 7, 2021 commission agenda for approval. At the December 7<sup>th</sup> commission meeting, the item was tabled.

After a second review, staff would like to recommend for approval a proposal submitted by KB Archaeological Consulting, of Lawrence, KS, in the amount of \$16,928.00. A total savings of \$1,462.00.

**Commission Options:**

1. Approve the Resolution
2. Disapprove the Resolution
3. Table the Resolution for further discussion

**Fiscal Impact:**

Amount: \$16,928.00 (\$5,642.66 each fund)

Fund: **01-General** Department: **201-City Commission** Expense Code: **6214-Other Professional Services**

Fund: **16-Water** Department: **201-City Commission** Expense Code: **6214-Other Professional Services**

Fund: **18-Sewer** Department: **201-City Commission** Expense Code: **6214-Other Professional Services**

**Approved for Agenda by:**

\_\_\_\_\_  
Randy Frazer, City Manager



RESOLUTION NO. 2021-12-

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ACCEPT A PROPOSAL SUBMITTED BY KB ARCHAEOLOGICAL CONSULTING, OF LAWRENCE, KS, REGARDING AN ARCHAEOLOGICAL SURVEY AT 1110 EAST KANSAS AVENUE, FOR AN AMOUNT NOT TO EXCEED \$16,928.00.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:

SECTION ONE: That the Governing Body of the City of Arkansas City hereby authorizes the City Manager to accept a proposal submitted by KB Archaeological Consulting, of Lawrence, KS, regarding an Archaeological Survey at 1110 East Kansas Avenue, for an amount not to exceed \$16,928.00.

SECTION TWO: That the Governing Body of the City of Arkansas City hereby authorizes the City Manager and/or City Clerk take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment.

SECTION THREE: This Resolution will be in full force and effect from its date of passage by the Governing Body of the City of Arkansas City, Kansas.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 21<sup>st</sup> day of December, 2021.

\_\_\_\_\_  
Scott Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Lesley Shook, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Larry R. Schwartz, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2021-12-\_\_\_\_ of the City of Arkansas City, Kansas adopted by the governing body on December 21, 2021 as the same appears of record in my office.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
Lesley Shook, City Clerk



December 14, 2021

**To:** Mike Crandall, City of Arkansas City, Kansas

**Subject:** Proposal and Budget for Archaeological Survey

KB Archaeological Consulting (KBAC) presents a proposal for an Archaeological Survey in advance of development of a 13.71-acre parcel in Arkansas City, Cowley County, Kansas. If awarded the contract, the Principal Investigator for this project would be Dr. Kale Bruner, who meets the U.S. Secretary of the Interior's *Professional Qualification Standards for Archaeology* (36 CFR Part 61; 48 FR 44716). Kale is a member of the Register of Professional Archaeologists since 2011 and has more than 10 years experience in Cultural Resource Management archaeology in Kansas. Additionally, KBAC is a women-owned and operated small business and is in process of receiving WOSB certification through the federal Small Business Association.

The Project area consists of a single tract of land totaling 13.71 acres in the northeast quarter of Section 19, Township 34 N, Range 4 E of the 6<sup>th</sup> Principal Meridian. The project area is positioned on the terraces of the lower Walnut River and is known to contain surface scatter of prehistoric artifacts. Multiple previously documented prehistoric archaeological sites are in close proximity to the project area, including those grouped into the large settlement known as Etzanaoa.

As proposed here, the Archaeological Survey shall consist of 1) review of archaeological site files, literature and relevant archives; 2) performance of archaeological field survey with sub-surface shovel testing on a 15 meter grid across the parcel; and 3) production of a professional report of findings to include recommendations for management in accordance to the review process established by Section 106 of the National Historical Preservation Act for any cultural resources found to be present within the project area.

KBAC is prepared to conduct a literature review and to complete the field survey within 20 business days of receipt of notice to proceed from the client. The report of findings will be delivered to the client in no more than 30 business days following completion of fieldwork.

## **SCOPE OF WORK**

### Archaeological Survey

Prior to fieldwork, KBAC will conduct a review of files available through the Kansas State Historical Society to identify known archaeological sites and/or previous surveys conducted within the vicinity of the project area. Additional information will be gathered, including, but not limited to, soil survey reports and data sources concerning historical land use. The information

obtained will inform best practices during the field survey and provide the basis on which to interpret field results.

Field survey methodology will adhere to Kansas State Historic Preservation Office's *Guide to Archaeological Survey, Assessment, and Reports*. Sub-surface testing of the parcel will consist of shovel testing employed on a grid of 15 meter transects with shovel tests spaced no more than 15 meters apart on each transect. All excavated sediments will be screened through ¼" hardware mesh. Geographic coordinates and soil stratigraphy will be recorded for each shovel test and representative examples will be photographed. Additional sub-surface testing such as hand augers will be employed if and where deemed necessary by the PI in order to assess the potential for deeply buried archaeological sites.

In addition to sub-surface testing, the ground surface across the parcel will be visually examined on 5 meter transects and with the aid of a metal detector. The location of all historic metal detector hits (i.e. not modern) and any cultural materials observed on the surface will be recorded with a handheld GPS device.

In the event that archaeological materials are encountered on the surface or in shovel tests during the field survey, additional shovel tests will be excavated to delineate the site boundaries. All cultural materials encountered will be collected and labeled for laboratory analysis and prepared for curation.

#### Report Production

KBAC will prepare a report of findings according to the *Guide to Archaeological Survey, Assessment, and Reports*. The report will summarize results of the fieldwork and, based on information from the literature review, will integrate these findings into the known cultural history of the area. The report will also contain preliminary assessment of eligibility for listing on the National Register of Historic Places for any archaeological sites documented during survey. Finally, archaeological site forms will be prepared or updated, for all resources documented during the field survey and these will be submitted to Kansas Historical Society.

#### **BUDGET**

KBAC will fulfill the above detailed Archaeological Survey for a total cost of **\$16,928**. Please see the attached budget sheet for an itemized listing of rates of service and expenses necessary to complete the scope of work as outlined above.

**KB Archaeological Consulting  
Budget for Archaeological Survey**

December Section V, Item 1.

*prepared for City of Arkansas City, Kansas*

RATES	Background Research	Field Survey	Lab / Curation	Report Preparation	Total Hours	Total Rates
Principal Investigator (\$80/hr)	16	32	0	40	88	\$7,040.00
Field Technician (\$37/hr)	0	96	24	0	120	\$4,440.00
<b>Rates Total</b>						<b>\$11,480.00</b>
COSTS						Total Costs
Lodging						\$1,920.00
Vehicle rental/gas/tolls						\$1,500.00
Field Equipment fee						\$400.00
Laboratory Supplies						\$130.00
Artifact Curation						\$350.00
<b>Costs Total</b>						<b>\$4,300.00</b>
<b>Rate Total</b>						<b>\$11,480.00</b>
<b>Costs Total</b>						<b>\$4,300.00</b>
Overhead @ 10%						\$1,148.00
<b>Project Total</b>						<b>\$16,928.00</b>



# City Commission Agenda Item

**Meeting Date:** December 21, 2021  
**From:** Marla McFarland, Human Resources Division  
**Item:** 2022 Pay Ordinance

**Purpose:** Consider first reading of an Ordinance adopting the budgeted pay plan for 2022 (with 1% COLA). **(Roll Call Vote)**

**Background:**

1. This 2022 Pay Ordinance will set the compensation for all City employees, including a 1% cost-of-living adjustment (COLA) for all pay ranges effective January 1, 2022.
2. Increased the Maximum for each Pay Range by 10%. This allows long term and experienced employees a greater opportunity for a Merit Increase as several have reached Maximum and are therefore ineligible for Merit Increases in compensation (other than a Cost of Living Adjustment).
3. Changed Management Assistant job title to Municipal Project Manager job title (changed from a Range 24 to a Range 28).
4. Added Engineer/Paramedic position (Range 28F)
5. Increased Fire/Emergency Medical Services (EMS) Lieutenant to a Pay Range 29F.
6. Increased Fire/Emergency Medical Services (EMS) Captain to a Pay Range 30F.
7. Added Fire Marshal position (Range 30F).

**Commission Options:**

1. Approve Pay Ordinance Effective 1/1/22.
2. Disapprove Pay Ordinance Effective 1/1/22.

**Fiscal Impact:**

Amount: Estimated additional annual cost approximately \$83,736.

Fund: **01** (General), **15** (Stormwater), **16** (Water), **18** (Wastewater) and **19** (Sanitation)

Department: **All** Expense Code: **5100** (Salaries)

Included in budget       Grant       Bonds       Other (explain)

**Attachments:** Pay Ordinance documents.

**Approved for Agenda by:**

Randy Frazer, City Manager

**ORDINANCE NO. 2021-12-**

**AN ORDINANCE FIXING THE COMPENSATION OF EMPLOYEES OF THE CITY OF ARKANSAS CITY, KANSAS, PURSUANT TO THE PROVISION OF K.S.A. 14-1501 ET SEQ., AND REPEALING ORDINANCE NO. 2021-06-4535.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS, KANSAS, AS FOLLOWS:**

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby adopts the City Master Wage Plan, attached hereto and incorporated by reference as if fully set forth herein. All such officers and employees of said City shall be paid respectively the amount set opposite the range set forth, in accordance with the City Budget for such purposes. All officers and employees shall be compensated from the several funds appropriated therefore, and shall be paid at such time and for such periods as the City Manager may direct, and further approval by the Governing Body for the payment of salaries and wages as authorized is not deemed necessary provided that pay period and time for payment of appropriate salaries shall be on a biweekly basis.

**SECTION TWO:** Overtime rate, longevity pay, and other pay incentives for employees shall be determined and specified in accordance with personnel policies in effect, and herein adopted by reference and incorporated as fully set forth herein. All compensation provided for in the City of Arkansas City Master Wage Plan shall be paid on warrants duly drawn according to law.

**SECTION THREE:** The Governing Body of the City of Arkansas City, Kansas, hereby repeals all provisions of Ordinance No. 2021-06-4535.

**SECTION FOUR:** The City Clerk of the City of Arkansas City, Kansas, shall cause this Ordinance, or a summary thereof, to be published one time in the official City newspaper and said Ordinance shall be in effect January 1, 2022.

**PASSED AND ORDAINED** by the Governing Body of the City of Arkansas City, Kansas, on this 21<sup>st</sup> day of December, 2021.

(Seal)

\_\_\_\_\_  
Scott Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Lesley Shook, City Clerk

APPROVED AS TO FORM:

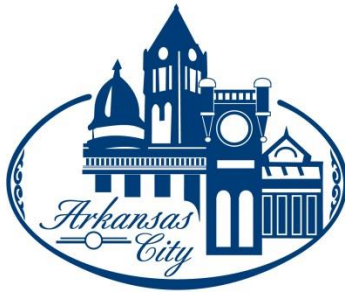
\_\_\_\_\_  
Larry R. Schwartz, City Attorney

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Ordinance No. 2021-12-\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on December 21, 2021, as the same appears of record in my office.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
Lesley Shook, City Clerk



**CITY OF ARKANSAS CITY MASTER WAGE PLAN  
ADOPTED BY THE GOVERNING BODY  
OF THE CITY OF ARKANSAS CITY  
ON DECEMBER 21, 2021**

<b>RANGE</b>	<b>JOB TITLE</b>	<b>RANGE</b>	<b>JOB TITLE</b>
12	Burn Pit Attendant	23	Distribution & Collection Maintenance Worker III
	Clerk		Emergency Management Coordinator
	Temporary/Seasonal Grounds Maintenance Worker		Police Officer
	Temporary/Seasonal Horticulturalist		
	Temporary/Seasonal Hydrant Flusher	24	Director of Senior Services
			Master Police Officer (MPO)
14	Cook/Driver		Parks & Facilities Supervisor
	Director of Northwest Community Center & Hogan		Sanitation Supervisor
			<del>Management Assistant</del>
15	Head Cook		Street & Stormwater Supervisor
	Horticulturalist		
		26	Police Sergeant
17	Animal Control/Nuisance Abatement Officer		
	Meter Technician	27	Accountant
	Sanitation Collector		Principal Planner
			Wastewater Treatment Plant Supervisor
18	Distribution & Collection Maintenance Worker I		Water Distribution & Collection Supervisor
	Parks & Facilities Maintenance Worker		Water Treatment Facility Supervisor
	Street & Stormwater Maintenance Worker I		
		28	City Clerk
19	Administrative Assistant		Detective Lieutenant
	Customer Service Specialist		<del>Municipal Project Manager</del>
	Deputy City Clerk		Police Lieutenant
	Human Resources Assistant		Public Information Officer/Special Projects Coordinator
	Public Service Officer (PSO)		
	Records Specialist	29	Emergency Medical Services (EMS) Director
20	Distribution & Collection Maintenance Worker II	31	Building Official
	Sanitation Driver		Police Captain
	Street & Stormwater Maintenance Worker II		Information Technology (IT) Manager
			Human Resources Analyst
21	Combination Inspector		
	Sexton	34	Finance Director/Treasurer
	Wastewater Treatment Plant Operator		Human Resources Director
	Water Treatment Facility Operator		
		37	Environmental Services Superintendent
22	Parks & Facilities Lead		Fire/Emergency Medical Services (EMS) Chief
	Street & Stormwater Maintenance Worker III		Police Chief
			Public Services Superintendent
23F	Firefighter/Emergency Medical Technician		
24F	Engineer/Emergency Medical Technician	<del>28F</del>	<del>Fire/Emergency Medical Services Lieutenant</del>
25F	Paramedic - FT	<del>29F</del>	<del>Fire/Emergency Medical Services Captain</del>
26F	Paramedic - PT	29F	Fire/Emergency Medical Services Lieutenant
27F	Firefighter/Paramedic	30F	Fire/Emergency Medical Services Captain
28F	Engineer/Paramedic		Fire Marshal

Range	Minimum	Mid-Point	Maximum
10	9.46	11.13	13.91
11	9.94	11.69	14.61
12	10.43	12.27	15.34
13	10.95	12.88	16.10
14	11.49	13.52	16.90
15	12.07	14.20	17.75
16	12.67	14.91	18.64
17	13.31	15.66	19.58
18	13.97	16.44	20.55
19	14.67	17.26	21.58
20	15.40	18.12	22.65
21	16.18	19.03	23.79
22	16.98	19.98	24.98
23	17.83	20.98	26.23
24	18.73	22.03	27.54
25	19.66	23.13	28.91
26	20.65	24.29	30.36
27	21.68	25.50	31.88
28	22.76	26.78	33.48
29	23.90	28.12	35.15
30	25.10	29.53	36.91
31	26.36	31.01	38.76
32	27.68	32.56	40.70
33	29.06	34.19	42.74
34	30.52	35.90	44.88
35	32.05	37.70	47.13
36	33.65	39.59	49.49
37	35.33	41.57	51.96
38	37.10	43.65	54.56
39	38.96	45.83	57.29
40	40.90	48.12	60.15
41	42.95	50.53	63.16

*Use this chart for FD employees working 2920 hours annually (24 hour shifts)*

Range	Minimum	Mid-Point	Maximum
21F	11.53	13.56	16.96
22F	12.10	14.24	17.80
23F	12.71	14.95	18.69
24F	13.35	15.70	19.63
25F	14.02	16.49	20.61
26F	14.71	17.31	21.64
27F	15.45	18.18	22.73
28F	16.23	19.09	23.86
29F	17.03	20.04	25.05





# City Commission Agenda Item

**Meeting Date:** December 21, 2021  
**From:** Marla McFarland, Human Resources Division  
**Item:** Personnel Policies and Guidelines Manual for the City of Arkansas City

**Purpose:** Consider a Resolution adopting by reference the Personnel Policies and Guidelines Manual for the City of Arkansas City to become effective January 1, 2022. **(Roll Call Vote)**

**Background:**

Complete review and update of all personnel related policies.

**Commission Options:**

1. Approve the Resolution
2. Disapprove the Resolution
3. Table the Resolution for further consideration

**Fiscal Impact:**

Amount: Estimated additional annual cost approximately : N/A

Fund: N/A  Included in budget  Grant  Bonds  Other (explain)

**Attachments:**

1. "Red-Line" version of proposed manual.
2. "Accept Changes" version of proposed manual.
3. Employee Manual Review document.

**Approved for Agenda by:**

Randy Frazer, City Manager

**A RESOLUTION ADOPTING BY REFERENCE THE PERSONNEL POLICIES AND GUIDELINES MANUAL FOR THE CITY OF ARKANSAS CITY.**

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:**

**SECTION ONE:** The Governing Body of the City of Arkansas City hereby adopts and implements the Personnel Policies and Guidelines Manual attached hereto and incorporated by reference as if fully set forth herein.

**SECTION TWO:** The Governing Body of the City of Arkansas City hereby authorizes the Mayor and/or City Manager of the City of Arkansas City to take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment.

**SECTION THREE:** This Resolution will be in full force and effect from its date of passage by the Governing Body of the City of Arkansas City.

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 21<sup>st</sup> day of December 2021.

(Seal)

\_\_\_\_\_  
Scott Rogers Mayor

ATTEST:

\_\_\_\_\_  
Lesley Shook, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Larry R. Schwartz, City Attorney

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2021-12-\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on December 21, 2021, as the same appears of record in my office.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
Lesley Shook, City Clerk

# January 1, 2022

## Employee Manual

### Newly Created Policies:

- 1. Customer Relations and Communications**
  - a. Customer Relations
  - b. Effective Communication Between City Commissioners and City Employees
  - c. Confidential Information
  - d. Release of Information
  - e. Suggestions
  - f. Open Communication
- 2. Legal Compliance**
  - a. Genetic Anti-Discrimination (GINA)
- 3. Employment Classifications**
  - a. Temporary/Seasonal
  - b. Elected Officials
  - c. Volunteers
- 4. Employee Development and Training**
  - a. Training and Travel Expenses
- 5. Government Required Coverage**
  - a. Unemployment
- 6. Benefits**
  - a. Children’s Health Insurance Program Reauthorization Act (CHIPRA)
- 7. Worker’s Compensation**
  - a. Authorized Physician
- 8. Cannabidiol (CBD)**
- 9. Technology**
  - a. Computers, Electronic Mail and or Voicemail Usage
- 10. Cellular Phone Use**
- 11. Separation from City Employment**
  - a. Employment References on Former Employees

### Changes to Current Policies:

- 1. Recruitment, Selection and Placement**
  - a. Nepotism – added domestic partner.
  - b. Political Activity – new policy but there are no substantial changes from the current policy.
  - c. Dress Code and Personal Appearance - new policy but there are no substantial changes from the current policy.
  - d. Personal and Romantic Relationships - new policy but there are no substantial changes from the current policy.

## 2. New Employee Information

### a. Smoking, Vaping and Smokeless Tobacco

#### **Current Policy:**

No employee of the City may use any tobacco products or smoke while at work, except in areas designated by the employer. There shall be no tobacco use in any City vehicles.

#### **Proposed Policy:**

It is the policy of the City to comply with all applicable federal, state and local regulations regarding smoking in the workplace and to provide a work environment that promotes productivity and the well-being of its employees.

Smoking and vaping shall not be permitted in any City building or enclosed facility, including but not limited to community buildings, treatment plants, concession areas and restrooms. Tobacco use and e-cigarettes (vaping) are prohibited in city vehicles.

Smoking and vaping shall be permitted only at a reasonable distance of ten (10) feet outside entrances, operable windows and ventilation systems so as to insure that tobacco smoke and vaping odors do not enter those areas.

While using any tobacco and e-cigarette products, employees are not to foul areas immediately adjacent to entrances to buildings, with smoke or debris.

Unless specifically authorized by the department head use of chewing tobacco is not permitted. In cases where the use of chewing tobacco is authorized by the department head employees shall not use chewing tobacco in situations where the use of such would be inappropriate (e.g., in view of the public, meetings, trainings, etc.).

While using chewing tobacco, employees are expected to be very courteous and always properly dispose of the chewing tobacco waste receptacle. At no time are these waste receptacles to be left in city vehicles or stored in the view of others.

## 3. Benefits

### a. Safety Footwear

#### **Current Policy:**

Each Department/Division head will determine the appropriate protection required for feet and ankles based on the work assigned to each worker, and ensure each worker wears appropriate footwear.

To determine appropriate protection, the following factors will be considered: slipping, uneven terrain, abrasion, ankle protection and foot support, crushing potential, temperature extremes, corrosive substances, puncture hazards, electrical shock, and any other recognizable hazard.

If a Department/Division Head determines that the employee's position requires reinforced-toe boots or other specific Safety Footwear other than closed-toe street shoes, the employee must purchase the requisite Safety Footwear at his or her own cost and expense; and shall be eligible for a Safety Footwear reimbursement (taxable income). The Safety Footwear reimbursement benefit may be claimed up to one time per calendar year, not to exceed \$200 in a two-calendar-year period. The actual amount, up to \$200 (less applicable payroll taxes); will be reimbursed to the employee as taxable wages, through the payroll process, as required by the Internal Revenue Service (IRS).

Please note: Special Safety Footwear is purchased, at the sole expense of the City, for the use of affected employees of the Fire/EMS Department. Therefore there is no such allowable, reimbursable expense for that Department.

- No slip-on-type boots will be considered acceptable unless ankle support has been incorporated within the manufacturer's design.
- Required Safety Footwear can be purchased at the vendor of the employee's choice.
- Departments/divisions will be responsible for approving the purchase of Safety Footwear.
- Employees shall be responsible for maintaining their Safety Footwear.
- Any lost, stolen or abused footwear will be replaced at the employee's expense.
- Employees who report to work without the proper Safety Footwear shall be subject to discipline, up to and including termination.
- Employees who are not able to wear Safety Footwear for medical reasons must provide a doctor's certificate to the Human Resource Manager requesting exemption from this requirement.
- Supervisors at all levels shall be responsible for insuring compliance with this policy.

Affected employees shall comply with this policy and shall be responsible for properly using, maintaining, and wearing appropriate Safety Footwear.

Process:

- 1) Employee will visit the provider of his or her choice.
- 2) Employee will select Safety Footwear that complies with the requirements noted within this policy.
- 3) Employee will purchase the Safety Footwear with his or her own funds.
- 4) Employee will provide the receipt and the completed, approved Safety Footwear Reimbursement Form, with their timecard, to the Finance Department, via their Department/Division head, for payment.
- 5) The taxable reimbursement will be processed and provided on the employee's next regular payroll check, after receipt of the Safety Footwear Reimbursement Form.
- 6) Applicable income, Social Security and Medicare taxes will be withheld as required by the IRS.

**Proposed Policy:**

Each department head will determine the appropriate protection required for feet and ankles based on the work assigned to each worker and ensure each worker wears appropriate footwear.

To determine appropriate protection, the following factors will be considered:

1. Slipping
2. Uneven terrain
3. Abrasion
4. Ankle protection
5. Foot support
6. Crushing potential
7. Temperature extremes
8. Corrosive substances
9. Puncture hazards
10. Electrical shock
11. Any other recognizable hazard

No slip-on-type boots will be considered acceptable unless ankle support has been incorporated within the manufacturer's design.

If Safety Footwear is a requirement of the job, employees who are not able to wear Safety Footwear for medical reasons will need to provide a doctor's certificate to the Human Resources Division requesting exemption from this requirement.

If a department head determines the employee's position requires reinforced-toe boots or other specific Safety Footwear other than street shoes, the employee will receive an annual payment of one-hundred-twenty-five dollars (\$125.00) to purchase the required Safety Footwear. This benefit has been "grossed-up" to help insure you receive approximately one-hundred dollars (\$100.00) to spend on Safety Footwear each year.

This payment will be provided on the first Payroll Check of every year. Please be aware this payment is considered taxable income by the Internal Revenue Service (IRS).

Affected employees shall comply with this policy and shall be responsible for properly using, maintaining and wearing appropriate Safety Footwear.

## **12. Types of Leave**

- a. Wellness Day Leave Separation Payments – Proposing to pay out any earned Wellness Day for any type of separation from city employment.
- b. Funeral Leave – added (1) domestic partner; (2) daughter or son of employee's spouse or domestic partner; and (3) any relative in living in the household of the employee.

- 13. Motor Vehicle Operation** – added "In addition, employees operating any vehicle on City business must be covered by the City's vehicle insurance policy (not be excluded due to his or her driving record)."

## **14. Standards of Conduct**

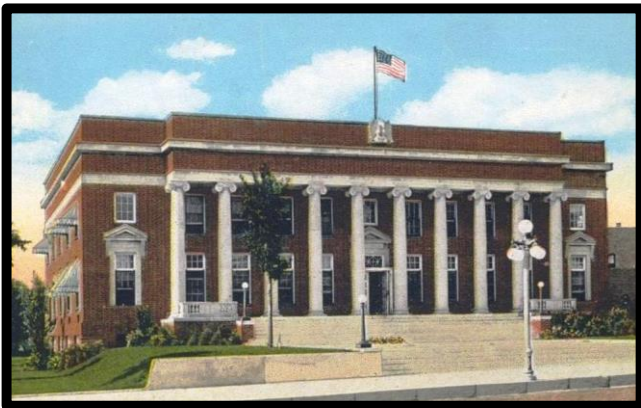
- b. Anti-Bullying Workplace - new policy but there are no substantial changes from the current policy.

- c. Unacceptable Activities - new policy but there are no substantial changes from the current policy.
- 15. Changed policy so that all travel for work is compensated.
- 16. Changed from 1 year back to 6 months for vacation leave payout.
- 17. Waiting period for health and dental – 1<sup>st</sup> of the month following 30 days of full-time employment.
- 18. Changed some compensatory time accrual limits.
- 19. Change Holiday Banked Time accrual limits.
- 20. Proposing additional holidays.
- 21. Implementing a referral bonus.
- 22. Added deferred comp ROTH option explanation.
- 23. New Technology policy.
- 24. New Social Media policy.

# City of Arkansas City



Style Definition: Chapter Sections - 1



## Employee Manual 2022

**The City of Arkansas City  
strives to provide a high  
quality of life for its  
citizens by furnishing a  
variety of efficient  
services in a professional,  
courteous manner.**





## Welcome to the City of Arkansas City!

Thank you for choosing to join our team! We hope you agree that you have a great contribution to make to the City of Arkansas City, and that you will find your employment at the City of Arkansas City a rewarding experience. We look forward to the opportunity of working together to create a more successful organization. We also want you to feel that your employment with the City of Arkansas City will be a mutually beneficial and gratifying one.

You have joined an organization that has established an outstanding reputation for quality. Credit for this goes to everyone in the organization. We hope you, too, will find satisfaction and take pride in your work here. As a member of the City of Arkansas City team, you will be expected to contribute your talents and energies to further improve the environment and quality of the City.

This Employee Manual may provide answers to most of the questions you may have about the City of Arkansas City's benefit programs, as well as City policies and procedures. You are responsible for reading and understanding this Employee Manual. If anything is unclear, please discuss the matter with your supervisor.

I extend to you my personal best wishes for your success and happiness at the City of Arkansas City.

Sincerely,



Randy Frazer  
City Manager  
City of Arkansas City



### Mission

The City of Arkansas City strives to provide a high quality of life for its citizens by furnishing a variety of efficient services in a professional, courteous manner.

### Statement of Organizational Values

We value Professional Ethics, which includes:

- Honesty
- Compassion
- Fairness
- Confidentiality
- Reliability
- Stewardship of Resources
- Respectfulness
- Non-Discriminatory Behavior
- Professionalism & Personal Courtesy

We value Commitment to Citizens through Customer Service, which includes:

- Courteous Interaction with the Public
- Pride & Ownership
- Programs that Address Citizen Needs
- A Sense of Urgency and Responsiveness
- A Service Oriented Approach to Patrons
- Listening as well as Hearing

We value Commitment to Excellence, which includes:

- An Ability to see the Big Picture
- A Sense of Pride
- A Commitment to Employee Knowledge
- Employee Professionalism
- Accountability
- Teamwork
- Protection of Health, Safety & Public Welfare
- Willingness to Embrace Change
- A Commitment to Organizational Goals
- Clear Communication

It is our commitment to uphold these core values to the highest degree possible while representing the City of Arkansas City in carrying out our municipal duties as public servants. As a result, these values form the basis for our interactions with the general public, with other agencies and with each other.

This Employee Manual, drafted in 2021, has been prepared to inform you of the City of Arkansas City's history, philosophy, employment practices and policies, as well as the benefits provided to you as a valued employee.

## Our History

The City of Arkansas City, Kansas, is located in Cowley County at the confluence of the Arkansas and Walnut rivers in south central Kansas, near the Kansas-Oklahoma state line. The City limits encompass 9.3 square miles.

Arkansas City, surrounded by rich farm and ranch land, is about 58 miles southeast of Wichita. The 2010 Census population was 12,415~~11,974~~ residents.

The City of Arkansas City, founded in 1870 and incorporated in 1884, is a city of the second class. The City adopted the commission manager form of government in an election in 1930. This was reaffirmed in 2016 with the unanimous passage of Charter Ordinance No. 29.

The commission manager plan is the system of local government that combines the strong political leadership of locally elected City Commissioners with the strong managerial experience of an appointed local government manager. The plan establishes a representative system in which all power is concentrated in the elected City Commission as a whole, and the Commission hires a professionally trained manager to oversee the management of the City's operations and its delivery of public services.

Three of the City's commissioners are elected on the first Tuesday in November of every odd-numbered year. In each election, the two (2) candidates with the highest number of votes receive four (4) year terms and the candidate with the third highest number of votes receives a two (2) year term. Current practice is that the highest vote-getter becomes the new Mayor in the second year of his or her term, while the second highest vote-getter becomes Vice Mayor that year and the new Mayor during the subsequent year. The newly elected commissioners are sworn in during the first commission meeting held in January following the election.

## What You Can Expect From the City of Arkansas City

The City of Arkansas City believes in creating a harmonious working relationship between all employees. In pursuit of this goal, the City of Arkansas City has created the following employee relations objectives:

- Provide an exciting, challenging and rewarding workplace and experience.
- Select people on the basis of skill, training, ability, attitude and character without discrimination with regard race, religion, color, sex, disability, national origin, ancestry, pregnancy, age (40+), military status, veteran status, genetic information or any other characteristics protected by applicable federal, state or local laws or a disability that does not prohibit performance of essential job functions.
- Compensate all employees according to their effort and contribution to the success of our services.
- Review wages, employee benefits and working conditions regularly with the objective of being competitive in these areas consistent with sound business practices.
- Provide (vacation / sick leave / paid time off) and holidays to all eligible employees.
- Assure employees, after talking with their supervisor, an opportunity to discuss any issue or problem with the City Manager.
- Take prompt and fair action of any complaint which may arise in the everyday conduct of our business, to the extent that is practicable.
- Respect individual rights and treat all employees with courtesy and consideration.
- Maintain mutual respect in our working relationships.
- Provide buildings and offices that are comfortable, orderly and safe.
- Promote employees on the basis of their ability and merit.
- Make promotions or fill vacancies from within the City whenever practical.
- Keep all employees informed of the progress of the City as well as the City's overall goals and objectives.
- Promote an atmosphere in keeping with the City's Mission and Statement of Organizational Values.

## What the City of Arkansas City Expects From You

The City of Arkansas City needs your help in making each working day enjoyable and rewarding. Your first responsibility is to know your own duties and how to do them promptly, correctly and pleasantly. Secondly, you are expected to cooperate with management and your fellow employees and to maintain a good team attitude.

How you interact with fellow employees and those whom the City serves, and how you accept direction can affect the success of your department. In turn, the performance of one department can impact the entire service offered by the City. Consequently, whatever your position, you have an important assignment: perform every task to the very best of your ability.

You are encouraged to grasp opportunities for personal development offered to you. This Employee Manual offers insight on how you can perform positively and to the best of your ability to meet and exceed the City of Arkansas City's expectations.

We strongly believe you should have the right to make your own choices in matters that concern and control your life. We believe in direct access to management. We are dedicated to making the City of Arkansas City an organization where you can approach your supervisor, or any member of management, to discuss any problem or question.

We expect you to voice your opinions and contribute your suggestions to improve the quality of the City of Arkansas City. (Please take a look at the "Suggestions," Policy under Customer Relations and Communications section.) We're all human, so please communicate with each other and with management.

Remember, you help create the pleasant and safe working conditions that the City of Arkansas City intends for you. The result will be better performance for the City overall and personal satisfaction for you.

## Employee Manual Guidance

~~The purpose of this Employee Manual is to promote cooperation, efficiency and unity in public service by clearly communicating the personnel policies, rules, regulations and procedures applicable to City of Arkansas City employees.~~

- ~~1. This Manual applies to all City employees; but, does not apply to the Governing Body, appointed board members or individuals with whom the city contracts for services (e.g., Municipal Judge and Prosecutor).~~
- ~~2. Some of the subjects described herein, such as insurance plans, are covered in detail in official Plan Documents. Employees should refer to those documents for specific information, since this Employee Manual only briefly summarizes those benefits. Please note that the terms of the written insurance policy(ies) are controlling.~~
- ~~3. The City of Arkansas City, at its sole option, may change, delete, suspend or discontinue may alter, amend, delete, supplement or change, any part or parts of the policies in contained within this Employee Manual at any time without prior notice as as service, employment legislation and economic needs and/or conditions dictate. New or revised policies shall be effective on dates determined by the City and shall remain in effect until the City gives notice to the contrary.~~
- ~~4. No one, other than the City Commission of the City of Arkansas City, may alter or modify any of the policies in this Employee Manual. Any alteration or modification of the policies contained in this Employee Manual must will be made available in writing.~~
- ~~5. No statement or promise by a supervisor, manager or department head department/division head, past or present, may be interpreted as a change in policy nor will it constitute an agreement or contract with any employee.~~
- ~~6. The department head/division head Each department/division may have administrative regulations as are necessary, reasonable or convenient for the conduct of the department/division. No department/division may adopt regulations in violation of, or in conflict with, regulations approved and adopted by the City Commission or established by the City Manager.~~
- ~~7. Should anything in this Employee Manual be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Manual, but only that particular piece.~~
- ~~8. This Employee Manual replaces (supersedes) any and all other or previous City of Arkansas City Employee Manuals or other City of Arkansas City policies whether written or oral.~~

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## Welcome to the City of Arkansas City!

Thank you for choosing to join our team! We hope you agree that you have a great contribution to make to the City of Arkansas City, and that you will find your employment at the City of Arkansas City a rewarding experience. We look forward to the opportunity of working together to create a more successful organization. We also want you to feel that your employment with the City of Arkansas City will be a mutually beneficial and gratifying one.

You have joined an organization that has established an outstanding reputation for quality. Credit for this goes to everyone in the organization. We hope you, too, will find satisfaction and take pride in your work here. As a member of the City of Arkansas City team, you will be expected to contribute your talents and energies to further improve the environment and quality of the City.

This Employee Manual may provide answers to most of the questions you may have about the City of Arkansas City's benefit programs, as well as City policies and procedures. You are responsible for reading and understanding this Employee Manual. If anything is unclear, please discuss the matter with your supervisor.

I extend to you my personal best wishes for your success and happiness at the City of Arkansas City.

Sincerely,



Randy Frazer  
City Manager  
City of Arkansas City



## Mission

The City of Arkansas City strives to provide a high quality of life for its citizens by furnishing a variety of efficient services in a professional, courteous manner.

## Statement of Organizational Values

We value Professional Ethics, which includes:

- Honesty
- Compassion
- Fairness
- Confidentiality
- Reliability
- Stewardship of Resources
- Respectfulness
- Non-Discriminatory Behavior
- Professionalism & Personal Courtesy

We value Commitment to Citizens through Customer Service, which includes:

- Courteous Interaction with the Public
- Pride & Ownership
- Programs that Address Citizen Needs
- A Sense of Urgency and Responsiveness
- A Service-Oriented Approach to Patrons
- Listening as well as Hearing

We value Commitment to Excellence, which includes:

- An Ability to see the Big Picture
- A Sense of Pride
- A Commitment to Employee Knowledge
- Employee Professionalism
- Accountability
- Teamwork
- Protection of Health, Safety & Public Welfare
- Willingness to Embrace Change
- A Commitment to Organizational Goals
- Clear Communication

It is our commitment to uphold these core values to the highest degree possible while representing the City of Arkansas City in carrying out our municipal duties as public servants. As a result, these values form the basis for our interactions with the general public, with other agencies and with each other.

This Employee Manual, drafted in 2021, has been prepared to inform you of the City of Arkansas City's history, philosophy, employment practices and policies, as well as the benefits provided to you as a valued employee.

## Our History

The City of Arkansas City, Kansas, is located in Cowley County at the confluence of the Arkansas and Walnut rivers in south central Kansas, near the Kansas-Oklahoma state line. The City limits encompass 9.3 square miles.

Arkansas City, surrounded by rich farm and ranch land, is about 58 miles southeast of Wichita. The 2010 Census population was 11,974 residents.

The City of Arkansas City, founded in 1870 and incorporated in 1884, is a city of the second class. The City adopted the commission-manager form of government in an election in 1930. This was reaffirmed in 2016 with the unanimous passage of Charter Ordinance No. 29.

The commission-manager plan is the system of local government that combines the strong political leadership of locally elected City Commissioners with the strong managerial experience of an appointed local government manager. The plan establishes a representative system in which all power is concentrated in the elected City Commission as a whole, and the Commission hires a professionally trained manager to oversee the management of the City's operations and its delivery of public services.

Three of the City's commissioners are elected on the first Tuesday in November of every odd-numbered year. In each election, the two (2) candidates with the highest number of votes receive four (4) year terms and the candidate with the third-highest number of votes receives a two (2) year term. Current practice is that the highest vote-getter becomes the new Mayor in the second year of his or her term, while the second highest vote-getter becomes Vice-Mayor that year and the new Mayor during the subsequent year. The newly elected commissioners are sworn-in during the first commission meeting held in January following the election.

## What You Can Expect From the City of Arkansas City

The City of Arkansas City believes in creating a harmonious working relationship between all employees. In pursuit of this goal, the City of Arkansas City has created the following employee relations objectives:

- Provide an exciting, challenging and rewarding workplace and experience.
- Select people on the basis of skill, training, ability, attitude and character without discrimination with regard race, religion, color, sex, disability, national origin, ancestry, pregnancy, age (40+), military status, veteran status, genetic information or any other characteristics protected by applicable federal, state or local laws or a disability that does not prohibit performance of essential job functions.
- Compensate all employees according to their effort and contribution to the success of our services.
- Review wages, employee benefits and working conditions regularly with the objective of being competitive in these areas consistent with sound business practices.
- Provide (vacation / sick leave / paid time off) and holidays to all eligible employees.
- Assure employees, after talking with their supervisor, an opportunity to discuss any issue or problem with the City Manager.
- Take prompt and fair action of any complaint which may arise in the everyday conduct of our business, to the extent that is practicable.
- Respect individual rights and treat all employees with courtesy and consideration.
- Maintain mutual respect in our working relationships.
- Provide buildings and offices that are comfortable, orderly and safe.
- Promote employees on the basis of their ability and merit.
- Make promotions or fill vacancies from within the City whenever practical.
- Keep all employees informed of the progress of the City as well as the City's overall goals and objectives.
- Promote an atmosphere in keeping with the City's Mission and Statement of Organizational Values.

## What the City of Arkansas City Expects From You

The City of Arkansas City needs your help in making each working day enjoyable and rewarding. Your first responsibility is to know your own duties and how to do them promptly, correctly and pleasantly. Secondly, you are expected to cooperate with management and your fellow employees and to maintain a good team attitude.

How you interact with fellow employees and those whom the City serves, and how you accept direction can affect the success of your department. In turn, the performance of one department can impact the entire service offered by the City. Consequently, whatever your position, you have an important assignment: perform every task to the very best of your ability.

You are encouraged to grasp opportunities for personal development offered to you. This Employee Manual offers insight on how you can perform positively and to the best of your ability to meet and exceed the City of Arkansas City's expectations.

We strongly believe you should have the right to make your own choices in matters that concern and control your life. We believe in direct access to management. We are dedicated to making the City of Arkansas City an organization where you can approach your supervisor, or any member of management, to discuss any problem or question.

We expect you to voice your opinions and contribute your suggestions to improve the quality of the City of Arkansas City. (Please take a look at the "Suggestions," Policy under Customer Relations and Communications section.) We're all human, so please communicate with each other and with management.

Remember, you help create the pleasant and safe working conditions that the City of Arkansas City intends for you. The result will be better performance for the City overall and personal satisfaction for you.

## Employee Manual Guidance

The purpose of this Employee Manual is to promote cooperation, efficiency and unity in public service by clearly communicating the personnel policies, rules, regulations and procedures applicable to City of Arkansas City employees.

1. This Manual applies to all City employees; but, does not apply to the Governing Body, appointed board members or individuals with whom the city contracts for services (e.g., Municipal Judge and Prosecutor).
2. Some of the subjects described herein, such as insurance plans, are covered in detail in official Plan Documents. Employees should refer to those documents for specific information, since this Employee Manual only briefly summarizes those benefits. Please note that the terms of the written insurance policy(ies) are controlling.
3. The City of Arkansas City, at its sole option, may alter, amend, delete, supplement or change, any part or parts of the policies contained within this Employee Manual at any time without prior notice as needs and/or conditions dictate. New or revised policies shall be effective on dates determined by the City and shall remain in effect until the City gives notice to the contrary.
4. No one, other than the City Commission of the City of Arkansas City, may alter or modify any of the policies in this Employee Manual. Any alteration or modification of the policies contained in this Employee Manual will be made available.
5. No statement or promise by a supervisor, manager or department/division head, past or present, may be interpreted as a change in policy nor will it constitute an agreement or contract with any employee.
6. Each department/division may have administrative regulations as are necessary, reasonable or convenient for the conduct of the department/division. No department/division may adopt regulations in violation of, or in conflict with, regulations approved and adopted by the City Commission or established by the City Manager.
7. Should anything in this Employee Manual be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Manual, but only that particular piece.
8. This Employee Manual replaces (supersedes) any and all other or previous City of Arkansas City Employee Manuals or other City of Arkansas City policies whether written or oral.

## Chapter 1

### Customer Relations and Communications

---

Date Effective: 1/1/22

#### **1.1 Customer Relations**

The success of the City of Arkansas City depends upon the quality of the relationships between the City, our employees, customers/citizens, suppliers and the general public. Our customers'/citizens' impression of the City of Arkansas City and their interest and willingness to interact well with us is greatly formed by the people who serve them.

In a sense, regardless of your position, you are the City of Arkansas City's ambassador. The more goodwill you promote, the more our customers/citizens will respect and appreciate you and City of Arkansas City services.

Below are several things you can do to help give customers/citizens a good impression of the City. These are the building blocks for our continued success:

- Act competently and deal with customers/citizens in a courteous, ethical and respectful manner;
- Communicate pleasantly and respectfully with other employees at all times;
- Follow up on requests and questions promptly, provide professional replies to inquiries and requests and perform all duties in an orderly manner; and,
- Take great pride in your work and enjoy doing your very best.

#### **1.2 Effective Communication between the City Commission and City Employees**

Governance of a City relies on the cooperative efforts of elected officials, who set policy and priorities, and City employees, who analyze problems and issues, make recommendations and implement and administer the Commission's policies. The following are general guidelines to help facilitate effective communications between the City Commission, its members and City employees.

##### **1.2.a. Communication Channels**

While any employee is available to answer Commission questions and requests for information, the City Manager is the primary information liaison between the Commission and City employees. Should a Commission member make an information request to a particular employee, the employee should inform the City Manager so that he or she is aware of the Commission's requests and needs.

##### **1.2.b. Role of City Commission**

The role of the Commission is as the legislative body. The Commission is responsible for approving the budget, setting policy goals, and adopting strategic plans. The primary functions of employees are to execute Commission policy and actions taken by the Commission and in keeping the Commission informed. Employees are obligated to take guidance and direction only from the City Manager or supervisor and ~~department head~~ department/division head.



**1.2.c. Respect for the City Commission**

City employees will make every effort to respond in a timely and professional manner to all requests for information or assistance made by individual Commission members. However, if a request reaches a certain degree in either terms of workload or policy, it may be more appropriate to make the assignment through the direction of the full City Commission. If this should occur, please notify the City Manager of such situation.

**1.2.d. Employee Recommendations**

Employees are expected to provide the best professional recommendations on issues, providing information about alternatives to employee recommendations as appropriate, as well as pros and cons for recommendations and alternatives.

Sometimes employees may make recommendations that we know will be unpopular with the public and Commission members. Employees will need to respect the role of the Commission as policy makers for the City and understand that the Commission must consider a variety of opinions and community values in their decision-making in addition to employee recommendations.

**1.2.e. Commission Policy**

Regardless of whether it was the employee's preferred recommendation or not, employees will strongly support and advocate the adopted Commission policy and direction.

**1.3 Employee Council**

The City of Arkansas City values its employees as the most significant resource available to City government. It is committed to candid, open communication among City staff. An ongoing communication process is vital to a healthy, progressive and trusting attitude within the municipal organization. In order to enhance communication on an ongoing basis, the Employee Council has been established.

The Employee Council is an advisory group whose purpose is to provide input to the City Manager and management staff regarding general employee issues, suggestions or concerns. The Council may make recommendations from time to time, suggesting improvements in City policies and procedures. The Council also serves as a sounding board for management's ideas and/or concerns, and to communicate goals and plans to employees.

Additionally, the Council serves as a focus group for developing and maintaining ongoing programs for employee appreciation and recognition.

**1.3.a. Council Structure and Membership**

The Employee Council is a function of the Human Resources Division within the City Manager Department. The City Manager and Human Resources Director facilitate the overall function of the Council, but do not vote.

In addition to nonvoting staff members, the Council is composed of ten (10) voting members, representing the following departments/divisions:

1. City Manager Department
2. Environmental Services Department
3. Fire-Emergency Medical Services Department

4. Police Department5. Public Services Department

Each one of these departments/divisions should be represented by one (1) supervisory employee and one (1) nonsupervisory employee.

**1.3.b. Member Selection and Terms**

On a biannual basis, City employees will be given an opportunity to nominate two (2) employees from their department/division for consideration of membership on the Council to fill one of the ten (10) seats.

The City Manager, or his or her designee, will determine the final membership of the Council from these nominations, based on several factors, including but not limited to diversity, broad departmental representation and blend of personnel.

Terms on the Council are for two (2) years, starting in February and ending in January two (2) years later. Council members may not serve consecutive, two-year (2) terms. The City Manager may make an exception, however, if a department/division is small enough that a sufficient pool of candidates does not exist without consideration of a current Council member, or if that member is the only suitable candidate for appointment to the seat that is scheduled to open.

In February of each year those members who have served two (2) years on the Council will be replaced with new members. Those who have served only one (1) year will remain on the Council for one (1) additional year.

If a member resigns or is removed before his or her term expires, a replacement will be selected by the City Manager from the employees previously nominated, if a suitable number remains available for consideration. Otherwise, the process shall begin anew as previously stated. Replacement members shall be appointed to finish the unexpired term of their predecessors.

Only second-year Council members are eligible to serve as chairperson. The chairperson shall be selected by a majority of the voting members of the Council to serve a one-year (1) term from February through January of the following year.

**1.3.c. Meetings**

The Employee Council generally meets on a quarterly basis (January, April, July and October), unless there is some business that necessitates a special meeting or there is no business to be discussed that quarter, at which point the meeting may be canceled by the City Manager.

**1.4 Confidential Information**

Upon accepting employment with the City of Arkansas City, you were asked to sign a Confidentiality Agreement, which generally provides that you will not disclose or use any of the City's confidential information, either during or after your employment. We sincerely hope that our relationship will be long-term and mutually rewarding; however, your employment with the City assumes an obligation to maintain confidentiality, even after you leave our employ.

Additionally, our customers/citizens entrust the City of Arkansas City with important information. The nature of this relationship requires maintenance of confidentiality. In safeguarding the information received, the City of Arkansas City earns the respect and further trust of our customers/citizens.

If you are questioned by someone outside the City organization and you are concerned about the appropriateness of giving them certain information, you are not required to answer. Instead, as politely as possible, refer the request to your supervisor.

No one is permitted to remove or make copies of any of the City of Arkansas City records, reports or documents without prior management approval. Disclosure of confidential information could lead to termination, as well as other possible legal action.

### **1.5 Release of Information**

Public statements or the release of information on all matters related to municipal policy, administration and the operation of any department shall, unless otherwise directed, be made only by the City Manager, the Public Information Officer and other personnel specifically authorized or approved by the City Manager.

### **1.6 Suggestions**

We encourage all employees to bring forward their suggestions and good ideas about how the City of Arkansas City can be made a better place to work, our services improved and our customer service enhanced. When you see an opportunity for improvement, please talk it over with your supervisor. He or she can help you bring your idea to the attention of the people in the City who will be responsible for possibly implementing it.

All suggestions are valued and listened to. When a suggestion from an employee has particular merit, we provide for special recognition of the individual(s) who had the idea.

### **1.7 Open Communication**

The City strives to maintain a good working atmosphere and environment, and an excellent relationship between employees and management; therefore, the City values Open Communication.

Please do your best to follow these Open Communication Policy guidelines when any concern, problem or issue arises during the course of your employment:

**Step 1:**

If you have an issue with a coworker please discuss the issue first with that person directly. If a resolution is not reached, please arrange a meeting with your supervisor to discuss.

**Step 2:**

If you have furthering disputes with a coworker (after trying Step 1) or a question, complaint or concern in general, please discuss it first with your immediate supervisor.

**Step 3:**

If the problem is not resolved through [Step 1 or](#) Step 2, or you do not feel comfortable discussing the complaint or concern with the individual(s) identified there, please discuss the matter with your ~~department head~~[department/division head](#).

**Step 4:**

If the problem is not resolved through Step 1, Step 2 or Step 3, or you do not feel comfortable discussing the complaint or concern with the individual(s) identified in either of those steps, please discuss the matter with the Human Resources Division.

**Step 5:**

If the problem is not resolved through Step 1, Step 2, Step 3 or Step 4, or you do not feel comfortable discussing the complaint or concern with the individuals identified in any of those steps, you may discuss the matter with the City Manager.

Any information discussed in an Open Communication meeting is considered confidential. Retaliation against any employee for appropriate usage of Open Communication channels is unacceptable.

Please remember it is counterproductive to a harmonious workplace for employees to create or repeat rumors or office gossip. It is more constructive for an employee to consult his or her supervisor immediately with any questions.

Employees wishing to report unlawful Discrimination, Harassment, Retaliation or Bullying are encouraged to follow the specific procedures set forth in those particular policies.

**1.8 Chain of Command**

The Chain of Command is the organizational structure established for the operation and supervision of all personnel and departments. Communications, orders, requests and recommendations should be channeled through this chain, in both directions, in order to avoid confusion, misunderstandings and lack of oversight. Your supervisor will inform you of the Chain of Command applicable to your department.

Although communication may flow directly through the Chain of Command this policy in no way alters or voids your ability to utilize the Open Communication Policy.

## Chapter 2

### Legal Compliance

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Date Effective: 1/1/22

#### **2.1 At-Will Statement**

It is our sincere desire that each employee is successful in his or her position with the City. However, your employment with the City of Arkansas City is At-Will. This means that neither you nor the City of Arkansas City has entered into a contract regarding the duration of your employment.

You are free to ~~terminate~~leave your employment with the City of Arkansas City at any time, with or without reason. Likewise, the City of Arkansas City has the right to ~~terminate~~end your employment, or otherwise discipline, transfer or demote you at any time, with or without reason, at the discretion of the City.

Please be aware that policies set forth, by the City, are not intended to create a contract of employment, either express or implied, between any employee and the City. No supervisor, manager, agent or employee of the City has authority to represent that this policy or any other City policy establishes an employment contract between any employee and the City.

#### **2.2 Immigration Law**

All offers of employment are contingent on verification of your right to work in the United States. You will be asked to provide original documents verifying your right to work and, as required by federal law, to sign U.S. Citizenship and Immigration Services (USCIS) Form I-9, Employment Eligibility Verification Form. If you, at any time, cannot verify your right to work in the United States, the City may be obliged to terminate your employment.

#### **2.3 Equal Employment Opportunity**

The City of Arkansas City is an Equal Employment Opportunity employer. Employment decisions are based on merit and business needs, and not on race, religion, color, sex, disability, national origin, ancestry, pregnancy, age (40+), military status, veteran status, genetic information, or any other characteristics protected by applicable federal, state or local laws.

The City of Arkansas City will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. The City of Arkansas City will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on the City.

Management is primarily responsible for seeing that the City of Arkansas City's Equal Employment Opportunity policies are implemented but everyone shares in the responsibility for assuring that these policies are followed.

Any employees, including managers, involved in discriminatory practices will be subject to disciplinary action up to and including termination.

**2.4 Americans with Disabilities Act (ADA & ADAAA)**

The City is committed to the recruitment, employment and promotion of the most qualified individuals. It is our policy to provide Equal Employment Opportunity for persons with disabilities in full compliance with state, local and federal laws such as the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendments Act (ADAAA).

The City does not discriminate against qualified job applicants and employees with known physical or mental disabilities in any employment practice, including but not limited to, recruitment, hiring, education, training, promotion, compensation, and participation in social or recreational functions, use of City facilities, transfer, discipline, layoff, recall and termination.

Pursuant to the ADA, ADAAA, and the Kansas Act against Discrimination, the City will provide qualified individuals with known disabilities, including temporary impairments related to pregnancy, reasonable accommodations to assist them in performing the essential functions of their job. However, where an accommodation would produce an undue hardship on the City or present a health or safety risk, the requested accommodation shall be deemed unreasonable and possibly denied.

**2.5 Genetic Anti-Discrimination Act (GINA)**

It is the City’s policy to abide by the Genetic Information Anti-Discrimination Act (GINA) in principal and fact. We will not seek to gather nor use genetic information regarding our prospective and/or current employees. We will not use genetic information in any way for selection or promotion or termination or other purposes.

**2.6 Harassment, Sexual Harassment and Retaliation**

**2.6.a. Policy Statement on Harassment**

The City of Arkansas City intends to provide a work environment that is pleasant, professional and free from intimidation, hostility or other offenses which might interfere with work performance. Harassment of any sort - verbal, physical, visual - will not be tolerated, particularly against employees in protected classes. These classes include, but are not necessarily limited to race, religion, color, sex, disability, national origin, ancestry, pregnancy, age (40+), military status, veteran status, genetic information or any other characteristics protected by applicable federal, state or local laws.

**2.6.b. Harassment Defined**

Workplace Harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, email jokes or statements, pranks, intimidation, physical assaults or contact or violence. Harassment is not necessarily sexual in nature. It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing. Other prohibited conduct includes written material such as notes, photographs, cartoons, articles of a harassing or offensive nature and taking retaliatory action against an employee for discussing or making a Harassment complaint.

**2.6c. Responsibility**

All City of Arkansas City employees, and particularly supervisors, have a responsibility for keeping our work environment free of Harassment. Any employee, who becomes aware of an incident of Harassment, whether by witnessing the incident or being told of it, must report it to their immediate supervisor or the designated management representative with whom they feel most comfortable. When management becomes aware of the existence of Harassment, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the City to do so.

**2.6.d. Reporting**

While the City of Arkansas City encourages you to communicate directly with the alleged harasser, and make it clear that the harasser's behavior is unacceptable, offensive or inappropriate, it is not required that you do so. It is essential, however, to notify your supervisor or the Human Resources immediately Division immediately even if you are not sure the offending behavior is considered Harassment. Any incidents of Harassment must be immediately reported to a supervisor, the Human Resources Division or other management representative.

**2.6.e. Investigation**

Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved; however, confidentiality cannot be guaranteed. Any employee found to have harassed a fellow employee or subordinate will be subject to severe disciplinary action up to and including termination. The City of Arkansas City will also take any additional action necessary to appropriately remedy the situation.

**2.6.f. Retaliation**

Retaliation of any sort will not be permitted. No adverse employment action will be taken for any employee making a good faith report of alleged Harassment.

**2.6.g. Liability**

The City of Arkansas City accepts no liability for Harassment of one employee by another employee. The individual who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences.

**2.6.h. Policy Statement on Sexual Harassment**

The City of Arkansas City intends to provide a work environment that is pleasant, professional and free from intimidation, hostility or other offenses which might interfere with work performance based upon an employee's gender.

**2.6.i. Sexual Harassment Defined**

Sexual Harassment may include unwelcome sexual advances, requests for sexual favors or other verbal or physical contact of a sexual nature when such conduct creates an offensive, hostile and intimidating working environment and prevents an individual from effectively performing the duties of their position. It also encompasses such conduct when it is made a term or condition of employment or compensation, either implicitly or explicitly and when an employment decision is based on an individual's acceptance or rejection of such conduct.

It is important to note that Sexual Harassment crosses age and gender boundaries and cannot be stereotyped. Among other perceived unconventional situations, Sexual Harassment may even involve two (2) women or two (2) men. Sexual Harassment may exist on a continuum of behavior. For instance, an example of Sexual Harassment may be that of an employee showing offensive pictures to another employee.

**2.6.j. Types of Sexual Harassment**

1. Quid Pro Quo - An exchange of sexual favors for improvement in your working conditions and/or compensation.
2. Hostile, Intimidating, Offensive Working Environment – A situation in which unwelcome sexual advances, requests for sexual favors or other verbal or physical contact of a sexual nature when such conduct creates an intimidating or offensive environment. Examples of a hostile, intimidating and offensive working environment includes, but is not limited to, pictures, cartoons, symbols or apparatus found to be offensive and which exist in the workspace of an employee. This behavior does not necessarily link improved working conditions in exchange for sexual favors.

**2.6.k. Computer Systems**

Please understand it is expressly prohibited for City employees to view, download, share and/or save inappropriate pictures or materials which are sexual in nature utilizing City owned computer systems (this does not include situations in which such is part of the employee’s job duties as in the Police Department).

**2.6.l. Investigation and Retaliation**

The City of Arkansas City will investigate any complaint of Sexual Harassment and will take immediate and appropriate disciplinary action if Sexual Harassment has been found within the workplace. The City of Arkansas City prohibits any employee from Retaliating in any way against anyone who has raised any concern about Sexual Harassment or Discrimination against another individual.

**2.7 Accommodation for Nursing Mothers**

The City will provide Nursing Mothers reasonable break time to express milk for their infant children for up to one (1) year following the child’s birth.

To ensure privacy, Nursing Mothers will be provided a private room, other than a restroom, to express their milk. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use.

Nursing Mothers also will be provided a refrigerator to store their breast milk. Employees are responsible for labeling their milk with their name and the date on which the milk was expressed.

Nursing Mothers are encouraged to discuss the length and frequency of breastfeeding breaks with their supervisor.

Employees who have any questions or concerns regarding this policy should contact their supervisor or the Human Resources Division.



## Chapter 3

### Bully-Free Workplace

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Date Effective: 1/1/22

The purpose of this policy is to communicate to all employees that the City of Arkansas City is committed to a healthy workplace culture where all employees can work in an environment free of Bullying behavior.

The City of Arkansas City considers workplace Bullying unacceptable behavior and is committed to the elimination of all forms of Bullying. Employees found to be in violation of this policy will be disciplined up to and including immediate termination.

#### **3.1 Definition of Bullying Behavior**

Bullying is unwelcome or unreasonable behavior that demeans, intimidates or humiliates people either as individuals or as a group. Bullying behavior is often persistent and part of a pattern, but it can also occur as a single incident. It is usually carried out by an individual but can also be an aspect of group behavior. Bullying does not include expressing a differing opinion, providing instruction or training, offering timely and constructive feedback, discussing performance issues or ensuring safe workplace practices.

#### **3.2 Types of Bullying Behavior**

##### **3.2.a Verbal Bullying**

- Ridiculing a person or his or her family;
- Persistent name calling that is hurtful, insulting or humiliating;
- Using a person as the butt of jokes;
- Deliberate exclusion, isolating people from normal work interaction; and/or,
- Abusive or offensive language or remarks.
- Teasing

##### **3.2.b Spreading rumors**

- Unfair blaming for mistakes; and/or,
- Physical Bullying.

##### **3.2.c Pushing, shoving, kicking, poking or tripping**

- Assault or threat of physical assault; and/or,
- Damage to a person's work area or property.

##### **3.2.d Gesture Bullying**

- Nonverbal threatening gestures;
- Glances that convey threatening messages or other signs of hostility; and/or,
- Unwelcome touching.

### **3.3 Guidelines**

- This policy applies to all employees regardless of his or her employment status.
- This policy applies during normal working hours, at work related or sponsored functions and while traveling on work related business.
- There will be no negative consequence for anyone who, in good faith, report Bullying.
- Employees are expected to be familiar with and behave according to this policy.

### **3.4 Procedure**

Knowledge of suspected or actual Bullying should be reported via at least one (1) of the following mechanisms:

- 1) Directly to supervisor either in writing or verbally;
- 2) Direct contact (email, phone or in person) with the Human Resources Director; and/or,
- 3) By completing an incident report.

The reporter may identify him/herself or remain anonymous.

## Chapter 4

### Recruitment, Selection and Placement

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Date Effective: 1/1/22

#### 4.1 Hiring Authority

The ultimate authority for hiring lies with the City Manager. The City Manager may delegate authority and responsibility as he or she deems appropriate.

#### 4.2 Referral Incentive

Employee referrals are a successful way to fill open positions with qualified candidates. Our employees are the best ambassadors for the City and we want to reward you for helping us hire great people. We will provide you with a payment of three-hundred dollars (\$~~35~~00.00) for your successful referral of a new City employee. Please note the criteria below will need to be met. Unfortunately, Temporary/Seasonal positions are not eligible to participate in this Referral Incentive.

##### 4.2.1.a. Eligibility

Employees will only receive the Referral Incentive for referring applicants who are not currently and have not previously been employed by the City.

All employees are eligible to receive a Referral Incentive with the exception of the following:

- Human Resources Division employees;
- Hiring manager/supervisor; and/or
- Any other person(s) associated with candidate selection and hiring processes.

##### 4.2.3b Process

- 1) Applicants must provide the name of the employee who is referring them on the employment application in response to the supplemental question. *"How did you hear about this position?"* Please note the applicant may only list one (1) City employee.
- 2) Applicants must be selected and successfully pass pre-employment and post-offer screening/testing.
- 3) The hiring process will be consistent with normal hiring procedures and processes, with no bias for or against candidates whose selection might make another employee eligible for a ~~R~~ referral ~~I~~ncentive.
- 4) Both the referred candidate and the referring employee must be employed at the time the Referral Incentive is to be paid.
- 5) Referral Incentives will be paid on the next available Payroll Check after the referred employee successfully (determined by the department/division head) completes his or her first ~~six (6) one~~ (1) year-months of employment.

#### 4.3 Posting and Advertisement of Job Openings

Job postings and/or advertisements may be posted internally and/or externally. At the discretion of the City Manager, some open positions may not be posted for internal and/or external application and some positions only may be posted for internal application.

#### **4.4 Recently Posted Positions**

At the discretion of the City Manager and ~~department head~~department/division head, when a position is open and a similar position was recently posted (generally within six (6) months), the position may be filled with a previously submitted application and not posted again and new applications need not be accepted.

#### **4.5 External Application Process**

The City of Arkansas City only accepts applications and/or resumes for positions that the City currently has open and available. It is necessary that all external candidates apply for the desired position through the City's formal application process (online application for employment) by the application close date.

#### **4.6 Internal Application Process**

The City of Arkansas City encourages current employees to apply for higher-level positions or lateral transfers for which they qualify. Internal candidates should complete an Internal Application form and, in addition, may be asked to submit a resume. Forms can be obtained from the Human Resources Division. Internal Applications must be turned in to the Human Resources Division by 5:00 P.M. on the application close date.

#### **4.7 Application Process Misrepresentations**

If an applicant willfully makes false statements or representations during any part of the application process, the applicant may be disqualified from the hiring process. If it is discovered, after an applicant is extended a job offer or is hired, that he or she willfully made false statements or representations during the hiring process, the City may terminate the offer or employment at any time.

#### **4.8 Minimum Employment Age**

All administrative support positions within the City shall be filled by employees who are at least sixteen (16) years of age. In the case of employment of anyone younger than eighteen (18) years of age the City will follow all applicable child labor laws. Police Officer positions shall be filled with employees who are at least twenty-one (21) years of age. All other positions within the City shall be filled with employees who are at least eighteen (18) years of age.

#### **4.9 Bonding**

If your employment with the City of Arkansas City requires you to handle other people's property or to deal with money in any capacity, the City of Arkansas City may require that you be Bonded. It is your responsibility to assure that you are Bondable. The City will pay the cost of Bonding. Should you fail to maintain these qualifications, you will be subject to transfer to another position, if available, or dismissal.

**4.10 Entry Level Wage/Salary**

A new employee normally will enter employment at the Minimum, Regular Pay Rate of Pay established in the appropriate Pay Range/Pay Ordinance for the applicable position unless it is determined the new employee, through knowledge, skills, ability and/or experience merits additional compensation.

**4.11 Nepotism**

Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship the City has set forth these guidelines:

- 1) No employee shall be or remain employed in a Department if any employee in their supervisory chain is a member of their immediate family; and,
- 2) No employee shall be considered for employment in any Division if a member of their immediate family is employed within such Division.

For the purpose of this policy, immediate family includes:

- ~~Father~~
- ~~Stepfather~~
- ~~Mother~~
- ~~Stepmother~~
- ~~Wife~~
- ~~Husband~~
- ~~Domestic partner~~
- ~~Children~~
- ~~Stepchildren~~
- ~~Sister~~
- ~~Stepsister~~
- ~~Brother~~
- ~~Stepbrother~~
- Spouse
- Domestic Partner
- Child
- Step-Child
- Grandchild
- Step-Grandchild
- Daughter-in-Law
- Son-in-Law
- Parent
- Step-Parent
- Parent-in-Law
- Grandparent
- Step-Grandparent
- Grandparent-in Law

- Brother
- Sister
- Step-Brother
- Step-Sister
- Brother-in Law
- Sister-in-Law

**If two (2) employees within the same departmental supervisory chain marry or otherwise become members of each other's immediate families, while employed by the City, an attempt will be made to transfer one (1) such employee to another department. If no opening exists or neither employee is qualified for available openings, the employment of one (1) of the employees may be terminated upon six (6) months' notice. Determination of which employee will need to leave employment with the City is at the discretion of the City Manager based on the business needs of the City.** Solicitations and Distributions

~~Solicitation for any cause during working time and in working areas is not permitted. You are not permitted to distribute non-City literature in work areas at any time during working time. Working time is defined as the time assigned for the performance of your job and does not apply to break periods and meal times. Employees are not permitted to sell chances, merchandise or otherwise solicit or distribute literature without management approval.~~

~~Persons not employed by the City of Arkansas City are prohibited from soliciting or distributing literature on City property.~~

## Chapter 5

### New Employee Information

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Date Effective: 1/1/22

#### 5.1 Loyalty Oath

In accordance with K.S.A. 75-4308, all City employees shall subscribe to and sign/date the following oath:

***I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Kansas and faithfully discharge the duties of (position). So help me God.***

For those having religious or conscientious objections to the above oath the affirmation below is sufficient per K.S.A. 54-103, 54-104:

***I do solemnly, sincerely and truly declare and affirm that I will support the constitution of the United States and Constitution of the state of Kansas, and faithfully discharge the duties of (position) and I do this under the pains and penalties of perjury.***

Upon employment with the City, the Human Resources Division will dispense the Loyalty Oath to all new employees.

#### Introductory Period

~~Your first year or three hundred sixty five (365) days of employment at the City of Arkansas City are considered an Introductory Period. This Introductory Period will be a time for getting to know your fellow employees, your supervisor and the tasks involved in your job position, as well as becoming familiar with the City's services. Your supervisor will work closely with you to help you understand the needs and processes of your job.~~

~~This Introductory Period is a "getting acquainted" time for both you, as an employee, and the City of Arkansas City, as an employer. During this Introductory Period, the City of Arkansas City will evaluate your suitability for employment and you can evaluate the City as well.~~

~~Please understand; however, that completion of the Introductory Period does not guarantee continued employment, as employment is always At-Will. You are free to terminate your employment at any time, with or without reason, and the City of Arkansas City may choose to terminate your employment at any time with or without reason.~~

~~At the halfway point and at the end of the Introductory Period, your supervisor will discuss your job performance with you.~~

~~Please note a former employee who has been rehired after a Separation from the City of Arkansas City of more than one (1) year is considered an introductory employee during their first three hundred sixty five (365) days following rehire.~~

#### 5.2 Job Descriptions

The City strives to maintain a Job Description for each position. Job Descriptions prepared by the City serve as an outline only. Due to the needs of operations, employees may be required to perform job duties not within the written Job Description. Furthermore, the City may have to revise, add to or delete from job duties according to needs. On occasion, the City may need to revise Job Descriptions with or without advance notice to employees.

If you have any questions regarding a Job Description, or the scope of duties, you should speak with your supervisor or ~~department head~~department/division head. If you do not have a copy of the current Job Description, please request one from the Human Resources Division. Job Descriptions are available for review at any time.

**5.3 Political Activity**

The City recognizes and respects the rights of its employees to participate in the political process. Every employee has the right to register and vote in all elections.

**5.3.1a City Commission Elections**

Employees are prohibited from participating actively in or endorsing campaigns involving the election of any City governing body members.

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**5.3.b.2 Other Elections**

Employees are prohibited from participating in any campaign activity while at work or utilizing City property. This shall include, but is not limited to the following:

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- 1. Soliciting political contributions;
- 2. Wearing or displaying political badges, buttons or signs on their person or on City property; and/or,
- 3. Forwarding or disseminating electronic communications supporting or disparaging a political figure or party.

**5.3.c. Policy Limitations**

This shall in no way encroach on the right of other members of an employee’s family or household to be able to exercise their First Amendment rights. Nothing in this policy prohibits an employee from putting a political or campaign sign in their yard or on their property, including any display on personal vehicles.

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**5.4 Dress Code and Personal Appearance**

Please understand that you are expected to dress and groom yourself in accordance with accepted social and business standards, particularly if your job involves dealing with customers/citizens or visitors in person.

A neat, tasteful appearance contributes to the positive impression you make on our customers/citizens. You are expected to be suitably attired and groomed during working hours or when representing the City. A good, clean appearance bolsters your own poise and self-confidence and greatly enhances the City’s image.

Personal appearance should be a matter of concern for each employee. If your supervisor feels your attire and/or grooming is out of place, you may be asked to leave your workplace until you are properly attired and/or groomed.



Please note all departments/divisions have the ability to designate and enforce their own dress code and personal appearance requirements.

**5.5 Smoking, Vaping and Chewing Tobacco**

It is the policy of the City to comply with all applicable federal, state and local regulations regarding smoking in the workplace and to provide a work environment that promotes productivity and the well-being of its employees.

Smoking and vaping shall not be permitted in any City building or enclosed facility, including but not limited to community buildings, treatment plants, concession areas and restrooms. Tobacco use and e-cigarettes (vaping) are prohibited in city vehicles.

Smoking and vaping shall be permitted only at a reasonable distance of ten (10) feet outside entrances, operable windows and ventilation systems so as to insure that tobacco smoke and vaping odors do not enter those areas.

While using any tobacco and e-cigarette products, employees are not to foul areas immediately adjacent to entrances to buildings, with smoke or debris.

Unless specifically authorized by the ~~department head~~department/division head use of chewing tobacco is not permitted. In cases where the use of chewing tobacco is authorized by the ~~department head~~department/division head employees shall not use chewing tobacco in situations where the use of such would be inappropriate (e.g., in view of the public, meetings, trainings, etc.).

While using chewing tobacco, employees are expected to be very courteous and always properly dispose of the chewing tobacco waste receptacle. At no time are these waste receptacles to be left in city vehicles or stored in the view of others.

**5.6 Outside Employment**

There are times when employees of the City may find the need or desire to obtain Outside Employment or operate a business of their own. An employee is considered to have Outside Employment if he or she receives a W-2 (from anyone other than the City of Arkansas City) and/or 1099 tax document(s). An employee is also considered to have Outside Employment if he or she files a Schedule C (IRS Form 1040) tax document for a sole proprietorship.

Employees of the City of Arkansas City may have Outside Employment if the following conditions apply:

1. There is no conflict with assigned City work hours;
2. The employee’s safety, effectiveness and productivity is not adversely affected;
3. The employee causes no safety concerns for others; and/or,
4. There is no conflict with the interests of the City of Arkansas City.

~~Outside Employment that requires a full time employee to engage in twenty (20) or more hours of Outside Employment in a work week shall be presumed to interfere with the performance of the employee’s duties with the City, unless the employee can establish otherwise. Due to the unique nature of Fire/Emergency Medical Services Department scheduling there is no specific number of hours of engagement in Outside Employment that is presumed to interfere with the performance of the~~

~~employee's duties with the City; however, These conditions will be reviewed/considered by the department/division head and/or City Manager.~~

Should Outside Employment begin to interfere with the employee's duties at the City the ~~Department head~~department/division head will request that the employee take whatever action is necessary to eliminate further interference.

Whenever duty, including extra duty and Call-Out duty for City employment is necessary, such status shall take precedence over Outside Employment. In the event Outside Employment interferes with the employee's City job, the ~~department head~~department/division head will request the employee take whatever action is necessary to eliminate further interference.

No City employee shall use the power, prestige or influence of his or her position with the City to obtain Outside Employment or personal advantage.

If your financial situation requires you to hold a second job, Part-Time or Full-Time, or if you intend to engage in a business enterprise of your own, the City would like to know about it. Before accepting any Outside Employment you are encouraged to discuss the matter with your ~~department head~~department/division head.

**Residency, Response Time and Telephone Service Requirements**

**Residency Requirements**

~~An employee's residence is defined as his or her principal place of dwelling.~~

~~Department heads must reside within the corporate City limits of Arkansas City and remain a resident within those limits so long as they are employed by the City in a department head position.~~

~~If an employee hired or promoted to fill a department head position is not in compliance with the department head Residency Requirements at the time of the hire or promotion, the City Manager may grant the new department head up to six (6) months from the date of hire or promotion to comply with department head Residency Requirements.~~

~~On occasion, per the discretion of the City Manager, a department head may be allowed to reside outside the corporate city limits of Arkansas City. Selected criteria to be utilized by the City Manager to determine this exception may include, but will not be limited to, the following:~~

- ~~• Financial hardship;~~
- ~~• Family health issues;~~
- ~~• Educational opportunities (employee and family); and/or,~~
- ~~• Legacy farm/ranch responsibilities.~~

~~Employees hired or promoted to fill the City Clerk and Finance Director/Treasurer positions have specific Kansas statutory requirements for residency. Employees hired or promoted to fill these positions must meet the statutory requirements prior to appointment. Please contact the Human Resources Division for details regarding these specific requirements.~~

**5.7 Response Time Requirements**

Some positions have Response Time Requirements. ~~Please see your relevant Job Description for Response Time Requirements (if applicable).~~ If you are newly placed in a position with a Response Time Requirement you will have up to six (6) months from the date of placement in the new position to comply with the applicable Response Time Requirements.

### **5.8 Telephone Service Requirements**

All employees are asked to maintain active telephone service and make that telephone number available to the City at any given time.

**5.9 Gifts**

Employees may not solicit any gifts, gratuities, loans or fees when there is any direct or indirect connection between the solicitation and their City employment.

Employees may not accept, from any third party, either directly or indirectly any gifts, gratuity, loan, fee or any other thing, unless de minimis (~~lacking significance or importance~~) in value, arising from or offered because of, or in connection with, any City employment activity.

Employees may not accept any gift, gratuity or other thing of value, the acceptance of which might directly or indirectly influence any manner of official business, or which might adversely reflect on the City or any employee.

No employee will receive any gift or gratuity from other employees junior in rank, unless de minimis (~~lacking significance or~~ importance) in value, without the express permission of the City Manager.

Employees may not accept any gift, gratuity, reward in money or other considerations for services in the line of duty to the community, or to any person, business or agency, except lawful salary and that authorized by the State of Kansas.

**5.10 Misuse of Official Badges and/or Credentials**

Employees who wear a badge, uniform or other official insignia or bear credentials as evidence of their authority may not permit these to be worn or used by any other person, or to otherwise leave their possession, without approval of the department/division head. Under no circumstances may these items be used for personal gain. They are to be used only for official City business.

**5.11 Personal and Romantic Relationships**

Social relationships may develop between employees from time to time. Although such consensual relationships are a matter of personal choice, any adverse effect that such relationships might have in the workplace may lead to disciplinary action up to and including termination. Any such relationship will be considered to have an adverse effect in the workplace if:

1. It interferes with or materially and adversely affects an employee’s work performance, objectivity, judgment, professionalism, business reputation or ability to conduct himself or herself in an appropriate business manner; ~~and/or,;~~
2. It ~~interferes with or materially and~~ adversely affects the work environment of other employees; and/or,
3. It results in any claim of Sexual Harassment.

In no case shall a supervisor have a romantic relationship with a subordinate.

**5.12 Criminal Activities and/or Arrests**

Involvement in criminal activity while employed with the City may result in disciplinary action, including suspension or termination of employment. Disciplinary action will depend upon a review of all factors involved, including whether or not the employee’s action was work-related, the nature of the act or

circumstances that adversely affect attendance or performance. Any disciplinary action is not dependent upon the disposition of any court case.

Employees are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled as a result of an arrest may lead to disciplinary action, up to and including termination of employment, for violation of the Attendance policy or Job Abandonment.

Any disciplinary action taken will be based on information that is reasonably available. This information may come from witnesses, police or any other source as long as management has reason to view the source as credible.

The City of Arkansas City maintains Employee Records concerning each employee in keeping with federal and state regulations and as a source of information for the effective administration, development and utilization of human resources. Personnel information is maintained according to standard business practices and with access to information limited to persons on a valid, business related, need to know basis.

Records kept in the Human Resources Division are the official Employee Records. All Employee Records will be kept in the Human Resources Division offices; will be kept locked and protected against loss, tampering and unauthorized use; and may not be removed from the offices without the approval of the Human Resources Director or City Manager.

Employee Records are the City's property and are considered to be confidential. Removal of any records/documents from an employee's Personnel Record is not allowed.

## **Chapter 6**

### **Employee Records and Administration**

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Date Effective: 1/1/22

#### **6.1 Personnel Record(s)**

Keeping your Personnel Record up to date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the items listed below, please be sure to notify the Human Resources Division as soon as possible:

1. Legal name;
2. Current home address;
3. Current telephone number;
4. Emergency contact information (including current telephone number of emergency contact);
5. Number of dependents;
6. Marital status;
7. ~~Change of beneficiary~~Current beneficiary(ies);
8. Driving record or status of driver's license (if you operate any the City of Arkansas City vehicles);
9. Military or draft status;
10. Elections on your W-4 (federal) tax form;
12. Exemptions on your K-4 (state) tax form;
11. Training certificates; and/or,
12. Professional licenses.

#### **6.1. Family Status Change**

Upon experiencing a family status change, please notify the Human Resources Division within ~~thirty-sixty~~ (~~360~~) days for benefit modifications, if necessary.

Change in family status is when an employee's benefits may change as a result of one (1) or more of the following qualifying life events:

- 1) Legal marital status change
  - a. Marriage;
  - b. Death of spouse;
  - c. Divorce;
  - d. Legal Separation; and/or
  - e. Annulment.
- 2) Addition or reduction in the number of dependents
  - a. Birth;
  - b. Adoption; and/or
  - c. Death.

**6.2 Medical Records File**

All medical records will be kept in a separate confidential file. The City maintains this information in the strictest confidence and will not use or disclose medical information about an employee without the employee first having signed an authorization form permitting such use or disclosure.

**6.3 Satellite File**

Supervisors may establish and maintain a working Satellite File for their employee(s). All Satellite Files will be kept in a locked and secured area ~~by the supervisor~~. No other employee may have access to these records with the exception of employees who are in the direct line of supervision or employed in the Human Resources Division.

When an employee is transferred to a different department/division the Satellite File should be transferred by the current ~~department head~~department/division head to the new ~~department head~~department/division head of the employee. Upon Separation from employment Satellite Files shall be turned over to the Human Resources Division.

Only one (1) Satellite File per employee will be maintained at any given time.

Satellite Files may include the following:

- 1) Performance documentation;
- 2) Disciplinary documentation;
- 3) Attendance documentation (not to include medical information such as doctor’s excuses, etc.); and,
- 4) Return to work documentation/instructions from HR (not to include actual doctor’s notes).

**6.4 Access to Employee Records**

The following may have access to an Employee Record:

- 1) Employees may examine their own Employee Records. (Such reviews will take place in the Human Resources Division offices in the presence of a Human Resources representative.);
- 2) Employees of the Human Resources Division;
- 3) The employee’s immediate supervisor, up through the direct supervisory/management Chain of Command to the City Manager;
- 4) Prospective ~~department head~~department/division heads of Internal Applicants; and,
- 5) Federal or state licensing, accrediting and regulatory agencies.

Employee Records and Satellite Files may not be removed copied or placed on any type of computer media without the authorization of the Human Resources Director. Employees reviewing their own files may take notes regarding the information contained in their files, but may not mark upon or make copies of the documents or remove anything from the files.

Upon an active employee’s request, the Human Resources Director may provide an additional copy of the employee’s ~~Performance Review~~Performance Evaluation(s) and/or Disciplinary Report(s) if such duplicate could have been given to the employee at the time initially presented.

With the exception of records of immunization or training, no documents will be released to former employees.

**6.4.1a Overall General Access to Personnel Information**

Employee Records contain confidential information about employees of the City of Arkansas City. With the exception of routine verification of employment, to meet legal requirements or to meet requirements for licenser or accreditation, the contents of Employee Records may not be released to any outside source without the employee’s written consent or a subpoena.

**6.4.2b Internal Sharing of Personnel Information**

It is the intent of the City of Arkansas City that certain information be guarded very closely.

This information includes employee social security numbers, dates of birth and earnings information. This information will be provided to individuals only on a valid, business related, need-to-know basis or when otherwise required by law.

If this type of information is released, upon completion of the necessary activity in which this information is required, the information shall be destroyed promptly by the person(s) receiving the information.

**6.5 Personnel File Custody**

All Employee Records including Medical Files and Satellite Files are the property of the City of Arkansas City.

**6.6 Personnel Record Retention**

The Human Resources Division will maintain Personnel Records (either paper-based and/or electronic) according to the following schedule:

- Investigation files will be maintained permanently.
- Employee Records and Medical Files will be kept forty (40) calendar years after ~~S~~eparation from employment.
- Effective January 1, 2017, Employee Records and Medical Files will be stored electronically at the time of Separation. Paper-based copies will be maintained three (3) years post-~~S~~eparation and electronic files will be maintained forty (40) years, and then destroyed.
- Workers’ compensation files will be kept thirty (30) years after ~~S~~eparation.
- Effective January 1, 2017, paper-based Workers’ Compensation files will be maintained five (5) years post-~~S~~eparation, and electronic files will be maintained thirty (30) years, and then destroyed.



## **Chapter 5Chapter 7**

### **Employment Classifications**

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Date Effective: 1/1/22

#### **7.1 Position Classification Plan**

This Position Classification Plan is to be utilized for the determination of employee status by the City and is in no way intended to affect employee status and benefits eligibility defined by the Patient Protection and Affordable Care Act (PPACA).

No City employee shall be placed in an employee status or classification that is not established and recognized in the Position Classification Plan.

#### **7.2 Full-Time**

Full-Time positions are those where employees—with some exceptions in the Police Department and the Fire/EMS Department, as noted below—are regularly scheduled to work at least forty (40) hours in a Work Week on a continuing basis.

Commissioned police positions characterized by Work Period scheduling are considered to be Full-Time when regularly scheduled to work at least eighty (80) hours in a fourteen (14) day Work Period that coincides with the Payroll Period. All other Police Department positions are regularly scheduled to work at least forty (40) hours in a Work Week on a continuing basis.

Fire/EMS Department positions characterized by Work Period scheduling are considered to be Full-Time when regularly scheduled to work at least ninety-six (96) hours in a fourteen (14) day Payroll Period. All other Fire/EMS Department positions are regularly scheduled to work at least forty (40) hours in a Work Week on a continuing basis.

Full-Time employees are subject to all rules and regulations, and are entitled to all applicable employee benefits, as described in this Employee Manual.

#### **7.3 Part-Time**

Part-Time positions are those where employees—with some exceptions in the Police Department and the Fire/EMS Department, as noted below—are scheduled to work less than forty (40) hours in a Work Week on a continuing basis.

Commissioned police positions characterized by Work Period scheduling are considered to be Part-Time when regularly scheduled to work less than eighty (80) hours in a fourteen (14) day Work Period that coincides with the Payroll Period.

Fire/EMS positions characterized by Work Period scheduling are considered to be Part-Time when regularly scheduled to work less than ninety-six (96) hours in a fourteen (14) day Payroll Period.

Part-Time employees are subject to all rules and regulations, and are eligible for Injury Leave for work-related injuries, as described in this Employee Manual, as well as KPERS and/or KP&F benefits if employed in a KPERS or KP&F covered position.

#### **7.4 Temporary/Seasonal**

Employees who work on a Temporary/Seasonal basis are those whose employment is not intended or expected to exceed five (5) months in any calendar year. These employees are not eligible for any benefits except those required by law.

#### **7.5 Contract**

Contract positions are those where people work for the City on a contracted basis and do not have employee status. They are governed by the terms and conditions of their contract and not by these rules and regulations; unless specifically incorporated into the contract.

#### **7.6 Elected Officials**

Members of the Governing Body are not employees of the City and this Employee Manual does not apply to them.

#### **7.7 Internships**

From time to time, the City will offer Internships to students on a periodic basis to assist with various projects as the need arises. No Intern shall be employed for longer than five (5) months in any calendar year. All Interns must be at least sixteen (16) years of age and may not be used to displace a regular employee or occupy a vacant open position.

The employee status of Interns will depend on the type of Internship offered. At times, Interns will not qualify as employees and will not be paid. However, all Interns will be required to abide by all City rules and regulations. Interns will not necessarily be guaranteed a job upon completion of their Internships and/or their education and must apply for an open position to be considered for employment.

#### **7.8 Volunteers**

Volunteers are unpaid individuals performing services for, or on behalf of, the City. This Employee Manual does not apply to Volunteers.

#### **7.9 Fair Labor Standards Act (FLSA) Status**

##### **7.9.a Non-Exempt Employees**

You will be classified as either "Exempt" or "Non-Exempt." This is necessary because, by law, employees in certain types of jobs are entitled to Overtime Pay for hours worked in excess of forty (40) hours per Work Week (or a predetermined number of hours in a Work Period for certain employees of the Police Department and the Fire/EMS Department) and Minimum Wage requirements as well. These employees

are referred to as "Non-Exempt" in this Employee Manual. This means that they are not exempt from the Fair Labor Standards Act (FLSA), and therefore should receive Overtime Pay, when eligible.

Note: See the section of this Employee Manual titled "Compensation Plan" for a full description of Overtime Payment policies.

**7.9.2b Exempt Employees**

Exempt employees are managers, executives, professional employees, technical employees, outside sales representatives, officers, directors, owners and others whose duties and responsibilities allow them to be "Exempt" from Overtime Pay and Minimum Waged provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws.

Note: See the section of this Employee Manual titled "Compensation Plan" for a notification of Corrective Action for Improper Deductions (Exempt Positions).

## ~~Chapter 6~~Chapter 8 Position Movement

Date Effective: 1/1/22

### 8.1 Promotion

A Promotion means that the employee is moving to a new position with increased responsibilities; the position is in a higher Pay Range is in the same established job family as the former position. (e.g., Parks & Facilities Maintenance Worker and Parks & Facilities Lead).

~~Upon Promotion, an employee will receive the greater of the Minimum Regular Pay Rate of Pay for the new position or one hundred three percent (103%) of his or her current Regular Pay Rate of Pay.~~

An employee who is Promoted shall be entitled to retain all unused leave balances; provided however, that accrued balances may be paid out if the Promotion is from a position that accrues a particular type of leave to a position that does not (e.g., Compensatory Time is accrued in some Non-Exempt positions, but not accrued in Exempt positions).

The ~~Performance Review~~Performance Evaluation schedule for a Promoted employee shall be adjusted to reflect the date of the Promotion. ~~Performance Review~~Performance Evaluations will be completed for Promoted employees after one (1) year of service in the new position. Employees will be eligible for a Merit Increase after completion of one (1) year in the new position.

Should a Promoted employee be unable to perform satisfactorily in the new position, the employee may be returned to his or her previous position and previous pay or a reasonably comparable position, provided if such an opening is available.

### 8.2 Transfer

A Transfer means a Lateral Transfer or a Non-Lateral Transfer:

- a) Lateral Transfer - Movement of an employee from one position to another with the same Pay Range.
- b) Non-Lateral Transfer - Movement of an employee from one position to another with a higher or lower Pay Range.

Any employee may request a Transfer at any time when a vacancy exists for which the employee desires consideration. With the approval of the City Manager, a Transferred employee may be paid at or above the Minimum entry level of the new Pay Range depending on the employee's qualifications for the new position.

An employee who Transfers from one position to another shall be entitled to retain all unused leave balances provided that the unused balances may be paid out if the Transfer is to a department or position that does not accrue a particular type of leave (e.g., Holiday Banked Leave is not accrued in most departments).

The ~~Performance Review~~Performance Evaluation schedule for a Transferred employee shall be adjusted to reflect the date of the Transfer. ~~Performance Review~~Performance Evaluations will be completed for

Transferred employees after one (1) year of service in the new position. Employees will be eligible for a Merit Increase after completion of one (1) year in the new position.

### **8.3 Demotion**

A Demotion is a downward movement of an employee from one position to another within an established job family (e.g., Parks & Facilities Lead to Parks & Facilities Maintenance Worker), whether based on inability to perform assigned duties satisfactorily, disciplinary reasons, changes in the City's workforce needs or lack of work or funds. Demotion does not include placement of an employee in a position at a lower Pay Range within an established job family at the employee's request, which will be considered to be a Non-Lateral Transfer.

Employees who are Demoted or request a Non-Lateral Transfer to a lower paying position will be paid at the Maximum for the position to which they are demoted or ninety-seven percent (97%) of their pay immediately before said Demotion, whichever provides the greater reduction.

An employee who is Demoted shall retain all unused leave balances, provided that the unused balances may be paid out if the Demotion is to a department or position that does not accrue a particular type of leave.

The employee's ~~Performance Review~~ Performance Evaluation date will be adjusted to reflect the date of Demotion. ~~Performance Review~~ Performance Evaluation will be completed for Demoted employees after one (1) year in the new position. Demoted employees will be eligible for Merit Increases after completion of one (1) year in the new position.

### **8.4 Reclassification**

Reclassification means the re-evaluation and reassignment of a position to assure that the Pay Ordinance accurately reflects the value of the position. A position may be reassigned either upward to a higher Pay Range or downward to a lower Pay Range. Reclassification does not constitute either Promotion or Demotion.

An employee whose position is Reclassified shall be entitled to retain all unused leave balances, provided that unused balances may be paid out if the Reclassification includes a change in the ability to accrue certain leave balances (e.g., Compensatory Time is accrued in some Non-Exempt positions, but not accrued in Exempt positions).

The ~~Performance Review~~ Performance Evaluation date of an employee whose position is Reclassified will not change.

### **8.5 Interim Placement**

When there is a need to place a current employee in a higher position due to an opening, absence or the inability of the employee currently in the position to perform the essential functions of the position, an employee may be placed in a position on a temporary Interim basis. The employee placed temporarily in the position must meet the minimum requirements for the elevated position.

~~Such a temporary reassignment normally shall be for no less than four (4) consecutive weeks and no more than twelve (12) consecutive months. If warranted, the employee shall receive the Minimum Pay Rate of~~

~~the new range or an increase of three percent (3%) of his or her current pay whichever is greater. The change in compensation will be effective on the first day of the Payroll Period following the temporary placement.~~

Any Merit Increases during the employee’s Interim Placement will be calculated utilizing the original level of compensation in the position immediately preceding the Interim Placement. Merit Increases may not place the employee over Maximum for the original position; however, Interim Placement Compensation may do so.

At the end of the temporary Interim Placement, the affected employee’s compensation will be reduced to its original level, including any Merit Increases, but excluding the Interim Placement compensation and not to exceed the Maximum on the corresponding Pay Range.

## Chapter 9 Compensation Plan

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Date Effective: 1/1/22

### Compensation Philosophy

~~It is the City of Arkansas City's desire to pay all employees' wages and salaries that are competitive with other employers in the marketplace in a way that will be motivational, fair and equitable. Compensation may vary with individual performance and in compliance with all applicable statutory requirements.~~

~~The City of Arkansas City applies the same principles of fairness to all employees regardless of organizational level, race, religion, color, sex, disability, national origin, ancestry, pregnancy, age (40+), military status, veteran status, genetic information or any other characteristics protected by applicable federal, state or local laws.~~

### 9.1 Basis for Determining Rate of Pay

Several factors may influence your Regular Pay Rate of Pay. Some of the items the City considers are the nature and scope of your job, what other employers pay their employees for comparable jobs (External Equity), what the City of Arkansas City pays their employees in comparable positions (Internal Equity) and individual performance as well as the City budget.

### 9.2 Pay Ordinance

The City Commission adopts a Pay Ordinance, which shall be on file and available for review in the Human Resources Division offices. The Pay Ordinance establishes Minimum, Mid-Range and Maximum (MIN, MID and MAX) rates of pay for each position within the City.

All employees are to be paid within this range except that employees, at the discretion of the City Manager, may be allowed to remain at their current Regular Pay Rate of Pay if the Pay Range for their position is reduced.

### 9.3 Pay Range

A designated scale of compensation directly related to assigned positions. Each Pay Range designates the Minimum, Mid-Range and Maximum rates of pay for each position.

**9.3.1a Minimum Rate**

The lowest Regular ~~Pay Rate of Payrate of pay~~ for any given position.

**9.3.2b Mid-Range Rate**

The midpoint ~~Regular Pay Rate of Payrate of pay~~ directly between Minimum Range and Maximum Range for any given position.

**9.3.c Maximum Rate**

**9.4 Cost of Living Adjustments (COLA)**

The City Commission may, at any time, adjust all Pay Ranges by a specified percentage to reflect changing economic conditions relative to the cost of living. Any such Cost of Living Adjustment (COLA) will be at the same percentage rate for all eligible employees. Cost of Living Adjustments will become effective on a date to be determined by the City Manager.

**9.5 Merit Increases**

The City has an established system for ~~Performance Review~~Performance Evaluation that can provide employees with Merit Increases in compensation.

Note: See the section of this Employee Manual titled "~~Performance Review~~Performance Evaluation and Merit Increase" for more information.

**9.6 Fair Labor Standards Act (FLSA)**

The City complies with all requirements of the Fair Labor Standards Act (FLSA).

**9.6.1a Minimum Wage**

The City complies with all state and federal Minimum Wage requirements.

**9.6.2b Base Pay Rate**

The Base Pay Rate is an employee’s guaranteed annual, monthly, weekly or hourly pay. The Base Pay Rate does not include such additional compensation as Overtime Pay, Premium Pay or Longevity Pay that is paid to employees in the corresponding Work Week or Work Period.

**9.6.3c Regular Pay Rate**

An Employee’s Regular Pay Rate is the equivalent of the employee’s Base Pay Rate plus additional compensation paid to an employee for the Work Week or Work Period. All compensation for work performed paid to the employee, except payments specifically excluded and/or as allowed by law, shall be included in the employee’s Regular Pay Rate.

**9.6.4d Premium Pay**

Premium Payments are payments made by the City for work in excess of or outside of specified daily or weekly standard Work Weeks or Work Periods.

Premium Pay is paid at a rate of at least one-and-one-half (1½) times the employee’s Base Pay Rate. Premium Pay is excluded from the Regular Pay Rate for purposes of calculating the Overtime Pay rate.

~~Premium Payments shall be credited toward any Overtime Pay owed to an employee for that same Work Week or Work Period. Premium Payments cannot be converted to Compensatory Time.~~

~~Fire/EMS Department employees working under the 7(k) Exemption (Work Period Method) will be paid Premium Pay for such as Fire/EMS Department Call-Outs (being called-back to work after leaving the station and before you are scheduled to return to the station for your next shift) and stand-by, such as rodeos and football games.~~

~~Police Department Employees working under the 7(k) Exemption (Work Period Method) will be paid Premium Pay for activities such as DUI and seatbelt checkpoints as well as stand-bys, such as rodeos and football games.~~

~~DUI checkpoints, seatbelt checkpoints, All Non-Exempt employees Called-Outs on an Official City Holidays will be paid Premium Pay for a minimum of two (2) hours or the total number of hours worked on the Official City Holiday, whichever is greater, or on special days such as Official City Holidays for some employees.~~

Please consult with your ~~department head~~department/division head to confirm if Premium Pay is paid for any particular work assignment.

~~Premium Pay is paid at a rate of at least one and one-half (1½) times the employee's Base Pay Rate. Premium Pay is excluded from the Regular Pay Rate for purposes of calculating the Overtime Pay rate. Premium Payments shall be credited toward any Overtime Pay owed to an employee for that same Work Week or Work Period. Premium Payments cannot be converted to Compensatory Time.~~

#### ~~9.6.5e.~~ 9.6.5e. Overtime Pay

Overtime hours worked are paid at a rate of at least one ~~and~~ one-half (1½) times the employee's Regular Pay Rate.

The Overtime threshold for employees in Non-Exempt positions (~~EXCEPT~~except ~~commissioned Police Officers, Firefighters, dual function Firefighter/EMTs or dual function Firefighter/Paramedic positions~~Police and Fire/EMS Department employees working on a 7(k) Exemption (Work Period Method)) is forty (40) hours in a Work Week. Employees, other than those excepted above, will receive Overtime Pay for all hours worked in excess of forty (40) hours in the defined Work Week, unless the excess hours have already been satisfied with the payment of Premium Pay.  
~~unless the Overtime requirements already have been satisfied by the payment of Premium Pay.~~

#### 9.6.e.1. 7(k) Exemption (Work Period Method)

##### Police

Per the FLSA 7(k) Exemption (Work Period Method) requirements which allow for a modified Work Period in calculating Overtime compensation, the Overtime threshold for commissioned Police Officers is eighty-six (86) hours in a fourteen (14) consecutive day Work Period. Commissioned Police Department personnel will receive Overtime Pay for all hours worked in excess of eighty-six (86) hours in a fourteen (14) consecutive day Work Period unless the Overtime requirements - excess hours have already been satisfied ~~by~~with the payment of Premium Pay.

##### Fire/EMS

Per the FLSA 7(k) Exemption (Work Period Method) requirements, which allow for a modified Work Period in calculating Overtime compensation, the Overtime threshold for non-exempt employees engaged in fire protection activities ~~Firefighter, dual function Firefighter/EMT and dual function~~



~~Firefighter/Paramedic positions~~ is one-hundred-six (106) hours in a fourteen (14) consecutive day Work Period. These employees will receive Overtime Pay for all hours worked in excess of one-hundred-six (106) hours in a fourteen (14) consecutive day Work Period, unless the ~~Overtime requirements excess hours have~~ already have been satisfied ~~by~~with the payment of Premium Pay.

#### **9.6.e.2. Overtime Scheduling**

No employee should work more than his or her scheduled hours without prior authorization to do so by a supervisor. All Overtime must be approved in advance by your supervisor.

When Overtime work is required and volunteers within the department, who are capable of performing the task are not available, the ~~department head~~department/division head shall at his or her discretion, assign the Overtime work to the employees he or she deems are best suited for the task.

The City may make Overtime work mandatory at any time should the need arise. An effort within all departments will be made to offer Overtime work equally to all eligible employees.

#### **9.6.e.3. Paid Leave and Overtime Threshold**

If, during that Work Week or Work Period, you were away from the job and used any type of accrued, paid leave (except Holiday Pay ~~and/or Idle Holiday Pay~~), those accrued, paid leave hours will not be counted as hours worked for the purpose of computing eligibility for Overtime Pay.

#### **9.76.f. Compensatory Time**

Compensatory Time is paid time off that is earned and accrued by an employee in lieu of immediate cash payment for working in excess of the statutory hours for which Overtime Pay is required by law.

All employees who are eligible for Overtime compensation may elect to receive Compensatory Time off, except Fire/Emergency Medical Service (EMS) Department personnel who are not eligible for Compensatory Time off.

Eligible employees may elect to receive Compensatory Time Off at a rate of not less than one-~~and~~-one-half (1½) hours for each Overtime hour worked in lieu of cash Overtime compensation. The City may require an employee to use his or her accumulated Compensatory Time in order to reduce the banked hours at any time.

#### 9.6.f.1. ~~9.7.1~~ Compensatory Time Maximum Accrual

All eligible employees, ~~except Police Department personnel~~, may accrue up to ~~twenty four (24)~~forty (40) hours of Compensatory Time. ~~All Police Department personnel eligible for Compensatory Time off may accumulate up to sixty (60) hours of Compensatory Time off.~~ Any accumulation in excess of the ~~is~~is set maximum number of hours shall be paid on the next Payroll Check.

~~The City may require an employee to use his or her accumulated Compensatory Time in order to reduce the banked hours at any time.~~

#### 9.7.29.6.f.2 Compensatory Time Utilization

Employees will be entitled to take Compensatory Time off within a reasonable time of earning it, except when the employee's absence would impose an unreasonable burden on the department's ability to provide services for the public of an acceptable quality and quantity.

If Compensatory Time off cannot be scheduled (1) prior to the accumulation of ~~sixty (60)~~forty (40) hours ~~for Police Department personnel or (2) prior to the accumulation of twenty four (24) hours for all other eligible employees~~, the City shall pay the employee for the unused Compensatory Time in cash wages on the corresponding Payroll Check.

#### 9.7.3.6f.3. Compensatory Time Separation Payments

Upon Separation, all accrued Compensatory Time off will be paid based upon the higher of either (1) the employee's final Regular Pay Rate of Pay, or (2) the employee's average Regular Pay Rate received over the prior three (3) years. Employees may not request cash payment for accumulated Compensatory Time during active employment.

#### **9.86.g Substitution**

City employees in the Public Services, Environmental Services, Fire/Emergency Medical Services (EMS) and Police Department(s) may agree, solely at their option and subject to the approval of the City, to engage in a short-term exchange of work schedules between employees with corresponding duties and who work opposite shifts.

The agreement to stand in for one another is an agreement between the two (2) employees who are ~~S~~substituting for one another whereby each is held accountable to the other for payback of time.

The ~~department head~~department/division head must be aware of the Substitution arrangement prior to the work being done. This shall include notice of what work is being done, by whom it is being done and where and when it is being done. Approval is required before any employee ~~S~~substitutes for another employee.

Qualified employees (working in the same capacity with the same job title) may ~~S~~substitute up to the equivalent of one (1) shift per Payroll Period (predetermined period of fourteen (14) consecutive, calendar days). The non-working, ~~S~~substituted-for employee may only be ~~S~~substituted-for up to the equivalent of one (1) shift per Payroll Period. Likewise, the ~~S~~substituting employee may only ~~S~~substitute for up to the equivalent of one (1) shift per Payroll Period.

The City does not keep a record of ~~S~~substitute work except to ensure that the ~~S~~substitution does not exceed the limitations set forth in this policy.

The ~~S~~substitution hours shall be excluded in the calculation of the hours to which the ~~S~~substituting employee is entitled ~~\_to (including regular Work Week or Work Period Overtime compensation)~~. The ~~S~~substitution hours shall be included in the calculation of the hours to which the non-working, ~~S~~substituted-for employee is entitled. In such a case in which the ~~S~~substituting employee exceeds the Regularly Scheduled Work Shift (of the non-working, ~~S~~substituted-for employee), the ~~S~~substituting employee, not the non-working and ~~S~~substituted-for employee, will receive the necessary Overtime compensation.

In any case where the ~~S~~substituting employee fails or is unable to ~~S~~substitute for the non-working, ~~S~~substituted-for employee as agreed, the non-working, ~~S~~substituted-for employee must use the appropriate leave time to cover his or her absence.

The City shall incur no additional wage responsibility or accrue any additional benefit liability because of a Substitution. A default in payback of time shall be solely between the involved employees and shall not obligate the employer for reimbursement.

#### **9.97 Fair Labor Standards Act (FLSA) Exempt**

The Fair Labor Standards Act (FLSA) does not require Overtime to be paid to individuals working in FLSA Exempt positions. The City will determine those positions that are ~~F~~exempt from the Fair Labor Standards Act according to Department of Labor guidelines.

**9.9.19.7.a. Corrective Action for Improper Deductions (Exempt)**

The City will reimburse any individual working in a Fair Labor Standards Act (FLSA) Exempt position whose pay is reduced in violation of the FLSA. If you feel your pay has been improperly reduced, please notify the Human Resources Division. The City strictly prohibits any acts of retaliation toward employees who report improper pay reductions.

**9.108 Rest Periods/Breaks**

Employees who work a normal eight (8) hour work shift may be granted up to two (2) fifteen (15) minute, paid Rest Periods/Breaks each day. Each ~~department head~~department/division head will set department policy regarding paid Rest Periods/Breaks. Such policy shall recognize that work demands may take precedence over paid Rest Periods/Breaks. Schedules and locations for Rest Periods/Breaks may vary to fit the work schedule and location.

**9.119 Meal Periods**

Bona fide Meal Periods typically lasting thirty (30) minutes or more are not considered time worked and are not considered compensable time. Schedules and locations for unpaid Meal Periods may vary to fit the work schedule and location.

**9.102 Longevity Pay**

Full-Time employees who have completed three (3) years of continuous, Full-Time service with the City will receive an additional five—dollars (\$5.00) each Payroll Period in recognition of their service. An additional one dollar (\$1.00) will be added to each Payroll Check for each additional, complete year of continuous, Full-Time service beyond the initial three (3) years.

Longevity Pay and increases to Longevity Pay will become effective within the Payroll Period that contains the employee’s Full-Time Anniversary Date. This will be the Anniversary Date of hire or placement in a Full-Time position.

Longevity Pay shall be included in an employee’s Regular Pay Rate for purposes of calculating the employee’s Overtime Pay rate.

**9.1311 Call-Out Pay**

A Call-Out is defined as an unscheduled request made by an appropriate management official for a Non-Exempt employee to return to work after leaving the building or work location at the end of his or her Regularly Scheduled Work Shift and before the beginning of the next Regularly Scheduled Work Shift.

You will need to receive a directive from the ~~department head~~department/division head or supervisor in charge before responding to a Call-Out.

Should you be “Called-Out” you will be paid for the time worked, including travel time (to the worksite only this does not include the return trip), or a minimum of two (2) hours, whichever is greater. Should you complete the job and leave the worksite before the two (2) hour minimum is exhausted any additional Call-Out(s) within the remaining time will be covered by that initial two (2) hour minimum.

The City shall compensate you for all hours worked during a Call-Out that exceeds the two (2) hour minimum at your Base Pay Rate unless the Call-Out places you in a Premium Pay or Overtime Pay eligible status.

**9.12 Court Pay**

Police Department employees required to report for court, when not otherwise scheduled (i.e. their regular day off) ~~on their day off~~ will receive a minimum of two (2) hours of pay. Should the time in court exceed the two (2) hour minimum, the employee will be paid for the time actually worked at the employee's Base Pay Rate, unless the time worked places the employee in an Overtime Pay eligible status.

**.169.13 Interpreter Pay**

Employees called upon to provide Interpreter services on their day off will receive a minimum of two (2) hours of pay. Should the time spent interpreting exceed the two (2) hour minimum, the employee will be paid for all time actually worked at the employee's Base Pay Rate, unless the time worked places the employee in an Overtime Pay eligible status.

## Chapter Ten

### Performance Evaluation and Merit Increase

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Date Effective: 1/1/22

To effectively manage performance and potentially reward employees for acceptable, above average and exceptional performance, the City of Arkansas City has implemented a Performance Evaluation and Merit Increase policy.

Performance Evaluations may be conducted at any time to establish and document employee performance. At a minimum, an employee will be evaluated annually and may—at the discretion of the City Manager, when budgeted by the City Commission—be awarded a Merit Increase, if warranted by an employee’s performance.

Employees demonstrating exceptional performance may—at the recommendation of, and with documented justification provided by, their department/division head and at the sole discretion of the City Manager—be awarded a Merit Increase outside of the employee’s annual evaluation period.

The employee’s first annual Performance Evaluation shall cover the first year of employment. (In any case in which an employee has been Promoted, Demoted or Transferred within the first year of employment, see the procedure below.) If, at a minimum, the employee performed satisfactorily, the employee may, at the discretion of the City, be awarded a Merit Increase. Annual Performance Evaluations shall be completed annually thereafter based upon the employee’s hire date.

The employee’s first annual Performance Evaluation following a Promotion, Demotion or Transfer shall cover the first year in the new position. If, at a minimum, the employee performed satisfactorily, the employee may, at the discretion of the City, be awarded a Merit Increase. Annual Performance Evaluations shall be completed annually thereafter based upon the employee’s most recent Promotion, Demotion or Transfer date.

## Chapter 11

### Payroll Administration

Date Effective: 1/1/22

#### 11.1 Payroll Period

The Payroll Period begins on a Saturday at 12:00 A.M. and ends fourteen (14) days later on a Friday at 11:59 P.M. In other words, the Payroll Period consists of the two (2) weeks ending at 11:59 P.M. on the Friday before each Friday Pay Date.

#### 11.2 Pay Date

The Pay Date is the date on which employees are paid on a biweekly basis and Payroll Checks are distributed (every other Friday).

#### 11.3 Payroll Check

The City's chosen method of payment to employees for wages earned, whether a Direct Deposit or Payroll Card, will be referred to as a "Payroll Check."

##### 11.3.1a Direct Deposit

The City requires that if you have a designated financial institution you will receive your wages through Direct Deposit. This is a deposit of wages directly into your bank account. On each Pay Date, you will receive a nonnegotiable statement of deposit showing the amount of the deposit and other detailed payroll information.

##### **Payroll Card**

~~If you do not have a financial institution you may be assigned a Payroll Card. Each Pay Date, the Payroll Card will be electronically preloaded with value in the full amount of your net pay. You will receive an electronic statement of gross earnings and itemization of all deductions from gross earnings. Each Pay Date, the stored value of the Payroll Card is increased by the amount of the net pay. All Payroll Cards will offer ATM withdrawals and PIN transactions. There are minimal fees that apply to the cardholder.~~

##### 11.411.3.b. Distribution of Payroll Check

Payroll Checks are distributed to City employees biweekly on Friday. Payroll Checks will be made available to you, through your department, by 9:00 A.M. on each Pay Date. In the event a Pay Date falls on an Official City Holiday, you will receive your Payroll Check on the day preceding the Official City Holiday. The City cannot authorize the early release of any Payroll Check.

Payroll Checks may only be picked up by someone, other than the employee, with a signed note (from the employee) and acceptable identification provided to a City representative from the individual picking up the Payroll Check.

Special payrolls will not be performed unless approved by the Finance Department.

##### 11.53.c. Lost Payroll Check

Should you lose a Payroll Check please notify the Finance Department as soon as possible. After the situation is reviewed, a new payment may be issued at the discretion of the Finance Department. You

may be required to pay any charges incurred from the replacement of the particular Payroll Check, such as stop payment charges.

#### **11.64 Error in Pay**

Every effort is made to avoid errors in your Payroll Check. If you believe an error has been made please contact the Finance Department. They will take the necessary steps to research the problem and assure that any necessary correction is made on the next, regular Pay Date.

#### **11.75 Overpayment**

Overpayment of salary, hourly wages or other compensation, whether reported by the employee or discovered by a post audit, will need to be paid back to the City. Arrangements for repayment will be made as soon as possible.

#### **11.86 Payroll Check Deductions**

The City of Arkansas City is required by federal and state laws to withhold certain Payroll Check Deductions from your Payroll Check. This includes income and the Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), as well as any other Payroll Check Deductions required under law or by court order for Wage Garnishments.

The amount of tax deductions will depend on earnings and the selections you have made on the federal Form W-4 and exemptions taken on the applicable state withholding form. You also may authorize voluntary Deductions from your Payroll Check, including contributions for insurance premiums, retirement plans, spending accounts or other services.

#### **11.97 Wage Garnishments**

We hope you are able to manage your financial affairs so that we will not be obligated to execute any court-ordered Wage Garnishments. However, when court-ordered deductions are to be taken from your Payroll Check, you will be notified.

The City of Arkansas City acts in accordance with the federal Consumer Credit Protection Act and Kansas statute, which place restrictions on the total amount that may be garnished from your Payroll Check.

##### **11.97.1a. Employer's Administrative Fee**

The City will need to deduct, from your Payroll Check, an Administrative Fee for withholding and paying creditor garnishments and wage withholdings (child or spousal support). The City will not deduct an Administrative Fee from employees for processing federal tax levies. The City will deduct five dollars (\$5.00) per withholding/garnishment per Payroll Period, not to exceed ten dollars (\$10.00) per month as an Administrative Fee for this service.

#### **11.108 Time Keeping Systems/Time Clocks**

Employees, with the exception of Exempt employees, in departments/divisions that have Time Keeping Systems/Time Clocks are required to use these Time Keeping Systems/Time Clocks to record time worked.

You are expected to clock in when you report to work and clock out when you leave work. Each episode of coming and going (e.g., lunch, appointments, etc.) needs to be reflected on the Time Card by punching in and/or out.

You are asked not to begin any work until you have clocked in. You are also asked not to continue to perform any work after clocking out. If necessary, adjustments reflecting all time actually worked or missed entries shall be written in on Time Cards and initialed by the employee.

Performing work not documented on your Time Card is prohibited. You must make every effort to assure all of your work time is accounted for and recorded.

### ~~11.10-19~~ Time Cards

Each individual is responsible for the completeness and accuracy of his or her own Time Card.

You are asked to complete the information accurately, including the amount of time worked or taken off on leave. Please sign or initial your Time Card prior to submission to your supervisor as this will indicate your agreement with the accuracy of the reported time.

If you will be unavailable on a planned absence please note the leave on your Time Card prior to the absence. You, as well as your supervisor and ~~department head~~department/division head, are responsible for noting all leave used, the nature of the leave (i.e., Vacation, Sick, Personal Business, etc.) on the corresponding Time Card. In addition, you and your supervisor and ~~department head~~department/division head are responsible for making certain the leave noted on the Time Card is available for your use.

Any misrepresentation of hours worked or leave taken by any employee may be seen as a serious matter and lead to disciplinary action, up to and including termination.

Under no conditions shall an employee punch a Time Card other than his or her own. This could be considered a serious matter and lead to disciplinary action, up to and including termination.

### ~~11.110~~ Daylight Savings Time

Work schedules for evening and/or night shifts must be adjusted to accommodate the change from Central Standard Time to Daylight Savings Time each spring and back to Central Standard Time from Daylight Savings Time each fall.

If the time change results in you working one (1) hour less than your Regularly Scheduled Work Shift, you will be paid for one (1) less hour or you may use accumulated leave time to compensate for the lost hour, if you wish. Otherwise, you will be paid only for the number of hours you actually worked.

If the time change results in you working an extra hour, you will be paid for the extra hour worked. If this causes you to be eligible for Overtime compensation, it will be paid to you.

### ~~11.121~~ Effective Date for Payroll Changes

All changes in compensation and/or status, except Longevity Pay, will become effective on the first day of the Payroll Period following the said action, with noted exceptions.



In such cases that your actual, physical Transfer, Demotion or Promotion occurs on any day other than the first day of a Payroll Period, due to employee or employer necessity, the City will make the payroll changes (regarding compensation and benefits) effective on the first day of the Payroll Period that is most beneficial to you, the employee.

Additionally, Merit Increases will become effective on the first day of the Payroll Period including the said action.

**11.132 Internal Revenue Service (IRS) Taxable Fringe Benefits**

It is the policy of the City to comply with the guidelines and rules set forth by the Internal Revenue Service (IRS) regarding the taxation of employee fringe benefits. Please see the Finance Department for further information.

**11.143 W-2 Forms**

W-2 Forms will be issued in accordance with the guidelines established by the Internal Revenue Service (IRS). It is each employee's responsibility to keep the employer informed of his or her current address.

W-2 Forms will be mailed to the last address on file for persons no longer employed by the City.

## Chapter 12

### Benefits

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Date Effective: [1/1/22](#)

The City of Arkansas City is committed to offering a comprehensive benefits program for all eligible employees. In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits which will enhance your job satisfaction. We are certain you will agree the benefits program described in this Employee Manual represents a very large investment by the City of Arkansas City.

Many insurance plans and options can be confusing and complicated. That is why the City of Arkansas City has taken the time to carefully review the coverages and plans available. We have selected the plans we feel provide the best coverage for our employees. Please refer to the literature provided by our insurance companies for details on your coverage.

A good benefits program is a solid investment in City of employees. The City will periodically review the benefits program and will make modifications as appropriate to the City's condition. The City of Arkansas City reserves the right to modify, add or delete the benefits offered at any time.

#### **12.1 Children's Health Insurance Program Reauthorization Act (CHIPRA)**

The Children's Health Insurance Program Reauthorization Act of 2009 (CHIPRA) provides for special enrollment opportunities for employees and eligible dependents who are eligible for employer sponsored health coverage and are covered under a Medicaid plan or state Children's Health Insurance Program (CHIP), and lose eligibility under that plan; or employees and dependents who become eligible under a CHIP or Medicaid plan for premium assistance that can be used toward the cost of an employer plan.

Employees and dependents who are already enrolled in Medicaid or CHIP can contact the Kansas Medicaid office at [www.khpa.ks.gov](http://www.khpa.ks.gov) or 1-800-766-9012 to find out if premium assistance is available to help pay for Health Insurance premiums for the City's Health Insurance plan.

An employee who is not currently enrolled in Medicaid or CHIP, but believes he or she might be eligible for either of these programs can contact the Kansas Medicaid office or dial 1-877-kids now or go to [www.insurekidsnow.gov](http://www.insurekidsnow.gov) to find out how to apply.

Employees and dependents who become eligible for premium assistance under Medicaid or CHIP or who lose coverage under Medicaid or CHIP are provided with a special enrollment opportunity to enroll in the City's health plan within sixty (60) days of being determined eligible for premium assistance or of loss of Medicaid or CHIP coverage.

#### **12.2 Eligibility for Benefits**

If you are a Full-Time employee, you will enjoy all of the benefits described in this Employee Manual as soon as you meet the eligibility requirements for each particular benefit. Coverages are available to you and your dependents as defined in the benefit summary Official Plan Document(s).

If you are a Part-Time employee, an Intern or a Volunteer you will enjoy only those benefits specifically required by law (Possibly Workers' Compensation, Unemployment Compensation and FICA match only, if eligible).

If you are a Contract employee you will not be provided any benefits; unless, specified in the contract.

### **12.3 Official Plan Document(s)**

This Employee Manual does not change or otherwise interpret the terms of the official Plan Document(s). Employee rights can be determined only by referring to the full text of the official Plan Document(s) which are available for your examination from the Human Resources Division.

To the extent that any of the information contained in this Employee Manual is inconsistent with the Official Plan Document(s) the provisions of the Official Plan Document(s) will govern in all cases.

### **12.4 IRS Section 125/Cafeteria Plan/Pre-Tax Benefits**

Under the City's Cafeteria Plan (in accordance with Internal Revenue Code Section 125), an employee's contributions toward insurance benefits may be made on a before-tax basis, thus reducing the employee's taxable income and increasing "take home" pay. Please contact the Human Resources Division for more information.

### **12.5 Plan Year**

The Plan Year for the City's benefits begins on January 1<sup>st</sup> and ends on December 31<sup>st</sup> of every year.

### **12.6 Status Changes/Qualifying Events**

Because the City provides certain benefits on a tax-favorable basis, certain rules of the Internal Revenue (IRS) Code limit the City's ability to permit employees to make changes to benefit plans throughout the Plan Year.

If an employee experiences a Status Change or Qualifying Event, (please see the sample list below), the employee may be eligible to enroll in, or to change or waive coverage within ~~thirty (30)~~sixty (60) days of the Status Change/Qualifying Event. The change must be in relation to the Qualifying Event.

***If an employee experiences any of the below changes, at any time, during the Plan Year, the employee is required to notify the Human Resources Division within ~~thirty (30)~~sixty (60) days of the change. Failure to do so could result in refusal to drop any employee's and/or family members' coverage or to cover any newly eligible employee and/or newly eligible dependents.***

Examples of Status Changes/Qualifying Events include:

- Loss of coverage (loss of spouse's job which provided insurance);
- Obtaining coverage (spouse obtains job with insurance);
- Death of a family member;
- Birth or adoption of a child;
- Marriage;

- Divorce;
  - Legal Separation;
  - Child reaches maximum coverage age;
  - Legal custody of a child; and/or,
  - Employee or employee's spouse becomes eligible for Medicare.

### **12.7 Loss of Eligibility**

Any time an employee separates from employment with the City, or changes their employment status from Full-Time, eligibility for most benefits will cease.

Benefits eligibility generally will cease on the last day of the month in which an employee was actively employed in a Full-Time status and/or the end of the month in which an employee's Status Changed from Full-Time status unless otherwise specified by Plan Document(s).

### **12.8 Open Enrollment**

Open Enrollment generally is held during the months of November or December, with elected changes taking effect on the first day of the following January. During the Open Enrollment period, employees may elect to make a variety of changes to their selected benefit plans. These enrollment choices must hold for the rest of the year (Plan Year) unless family status or a spouse's job status changes.

### **12.9 Health Insurance**

Full-Time employees and their eligible dependents may be eligible for enrollment in the group health plan made available by the City the first of the month following thirty (30) days of continuous, Full-Time employment.

Group health coverage for eligible employees is provided on a shared-cost basis. The City will contribute to the cost of the monthly premium, with the employee contributing the remaining monthly premium through Payroll Check Deduction.

Participation in this group health plan is strictly voluntary. No employee shall be paid a cash payment of any kind in lieu of Health Insurance.

For more detailed information on the City's employee health care plan, enrollment criteria, procedures and policies, please contact the Human Resources Division.

### **12.10 Dental Insurance**

Full-Time employees and their eligible dependents may be eligible for enrollment in the group Dental plan made available by the City the first of the month following thirty (30) days of continuous, Full-Time employment.

Group Dental coverage for eligible employees is provided on a shared-cost basis. The City will contribute to the cost of the monthly premium, with the employee contributing the remaining monthly premium through Payroll Check Deduction.

Participation in this group Dental plan is strictly voluntary. No employee shall be paid a cash payment of any kind in lieu of Dental Insurance.

For more detailed information on the City’s employee Dental care plan, enrollment criteria, procedures and policies, please contact the Human Resources Division.

**12.11 COBRA Continuation Coverage**

According to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), in the event of your termination of employment with the City of Arkansas City or loss of eligibility to remain covered under our group Health Insurance program, you and your eligible dependents, may have the right to continued coverage under our Health Insurance program for a limited period of time at your own expense.

**All employees have the responsibility to inform the City Human Resources Division of a divorce, a legal separation or a child losing dependent status under the City group health and/or dental plan(s).**

COBRA coverage is not automatic. You must submit all required paperwork and payments within the required time limits specified in the written materials you will receive after losing coverage. If you do not choose continuation coverage, your group Health and/or Dental Insurance coverage will end.

**12.12 Group Health Care Coverage for Local Government Retirees**

Employees retiring from the City, who meet specific criteria (listed below), may elect to continue their coverage, as well as the coverage of any covered spouse or dependent of the Retiree, in the City’s group Health Insurance and/or Dental Insurance plan(s), provided that such election is made in writing, to the Human Resources Division, within thirty (30) days of retirement.

**12.12.4a Requirements**

To be eligible, the retired employee must:

- 1) Have been employed by the local government for not less than ten (10) years;
- 2) Have retired after December 31, 1988; and,
- 3) Be receiving a retirement or disability benefit for service with the local government from which they terminated employment.

Payment of the monthly premiums shall be the sole responsibility of the Retiree. The City will not be obligated to send invoices to ~~covered~~ Retirees, nor will the City assume any responsibility for payment of monthly premiums. Monthly premiums are due to the City on or before the first (1<sup>st</sup>) day of each month for that month’s corresponding coverage.

The Retiree’s continued coverage under the group Health Insurance and Dental Insurance plan(s) will terminate upon the first of the following events to occur:

- 1) Upon the Retiree’s death;
- 2) Upon the Retiree attaining the age of sixty-five (65);
- 3) Upon the failure to pay any monthly premium when due; or,
- 4) Upon the Retiree becoming covered, or becoming eligible for coverage, under a plan of another employer.

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Upon retirement, the Retiree will make his or her coverage level determination (i.e. single, single plus spouse, single plus child(ren) or family). Those dependents covered at the time of retirement shall leave the plan due to ineligibility such as:

- 1) Upon the dependent’s death;
- 2) Upon the divorce or legal separation of the Retiree and dependent;
- 3) Upon the dependent attaining the age of ineligibility according to the Official Plan Document(s);
- 4) Upon the dependent obtaining other coverage;
- 5) Upon the failure to pay any monthly premium when due; or,
- 6) Upon the Retiree becoming covered or becoming eligible for coverage under a plan of another employer.

Unless an exception applies, the coverage of any spouse and/or dependent(s) of a Retiree shall terminate upon the termination of the Retiree’s coverage. At that time, if eligible, applicable COBRA Continuation Coverage will be offered to the spouse and/or dependent(s).

Once coverage under the City’s plan ceases, because of any disqualification (Retirees should consult the Plan Document(s) and Plan Administrator for a list of Qualifying Events), there shall be no reinstatement of coverage, except upon a finding by the Governing Body of extraordinary hardship, such as for the inadvertent failure to pay premiums.

**12.12.b.2 Policy Coverage (Retirees)**

The health plan coverage for Retirees shall have the same options that are available to current employees. The options selected shall not be subject to change except at times when existing employees may exercise such options.

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**12.12.3c Application of COBRA (Retirees)**

Nothing in this plan shall subordinate the rights of a former employee under the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

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**12.13 Supplemental Insurance**

The City may provide Full-Time employees with the option of purchasing Supplemental Insurance coverage. These types of insurance may, or may not, include Accident, Heart/Stroke and Cancer insurance, among others, depending upon the coverages being offered.

These plans are subject to the insurer’s underwriting rules and are paid entirely by the employee through Payroll Deduction. Taxability of these benefits will be based on plan and Internal Revenue Services (IRS) standards.

Eligibility for enrollment in the Supplemental Insurance plan(s) is only during the annual Open Enrollment period.

**12.14 Flexible Spending Accounts (FSA)**

A Flexible Spending Account (FSA) is a special account an employee may put money into that is used to pay for certain out-of-pocket health care costs as well as certain dependent care costs. The money set aside for Flexible Spending Accounts is done so on a pre-tax basis.

**12.14.4a Dependent Care Reimbursement Account (DCFSA)**

Work-related child care for children younger than age thirteen (13) or dependent care for any other dependent incapable of self-care can be considered qualified expenses, up to a maximum amount per year that is set by the Internal Revenue Service (IRS). Only nonmedical expenses that enable the employee to be gainfully employed, and ensure a qualified dependent's well-being and protection, are allowed. Baby-sitting costs for non-work-related activities and/or nursing home care charges do not qualify. Any care for which a tax credit is claimed on a federal tax return is not covered.

The employee must choose the total amount to deposit into his or her Dependent Care Reimbursement Account upon enrollment, and that choice must hold for the rest of the Plan Year unless family status or a spouse's job status changes. Money set aside in this account will be deducted through Payroll Deduction on a pre-tax basis. When the employee incurs and pays for a dependent care expense, he or she provides the receipt or other proof of payment, along with a completed form and requests reimbursement from the account. At the end of the year, any remaining unused funds in the account must be forfeited ("use it or lose it" rule).

Eligibility for enrollment in the Dependent Care Reimbursement Account is only during the annual Open Enrollment period.

**12.14.2b Health Care Spending Account (HCFSA)**

Money set aside in this account may be used to pay medical expenses (e.g., braces, glasses, deductibles), for the employee and their dependents if these expenses were not covered by insurance. The employee must choose the total dollar amount to be set aside into his or her account and it will be deducted through Payroll Deduction on a pre-tax basis.

As allowable medical expenses occur, the employee may submit a copy of his or her medical documentation (e.g., Explanation of Benefits, medical billing statement), along with a completed form and request reimbursement from the account. There also is the ability to pay for qualifying expenses with a debit/credit card.

Documentation may, or may not, be requested when utilizing the debit/credit card. This determination is made by the company administering the plan, depending on the type of purchase and/or service. Documentation must show the date of service, the type of service, the person receiving the service and the amount not paid by insurance to qualify for processing.

~~Failure to use all the money in the account for expenses incurred between the date the coverage is effective and the grace period deadline of March 15. The City offers the maximum allowed carryover. This allows participants to carry an amount approved by the Internal Revenue Service (IRS) and selected by the employer from their current plan year to the next plan year. . . of the following year will result in forfeiture of the funds remaining in the account.~~

~~Please consult the Plan Document(s) for more details.~~

Eligibility for enrollment in the Health Care Spending Account is only during the annual Open Enrollment period.

**12.15 Life Insurance**

The City of Arkansas City provides a ten-thousand dollar (\$10,000) term Life Insurance policy at no charge for each eligible employee. Application must be made during the first thirty (30) days of employment coverage takes effect the first of the month following the date of hire.

KPERS also provides a Life Insurance benefit equal to one and one-half (1½) times the employee's annual compensation (KPERS members only).

KP&F also provides some Life Insurance benefits (KP&F members only).

For more information on Life Insurance benefits provided and options for additional insurance, please contact the Human Resources Division.

### **12.16 Deferred Compensation 457(b) Plan(s)**

The 457 plan is a type of deferred-compensation retirement plan that is available for governmental and certain nongovernmental employers in the United States. The employer provides the plan and the employee defers compensation into it on a pre-tax or after-tax basis.

#### **12.16.4a Deferred Compensation – 457(b) Plan (Pre-Tax)**

Full-Time and Part-Time employees are eligible to participate in a 457(b) Deferred Compensation plan. This is a retirement savings plan that allows eligible employees to supplement any existing retirement and pension benefits by saving and investing dollars through a voluntary salary contribution.

The City offers a pre-tax option in which contributions reduce federal and state taxes. With the pre-tax option, contributions and any earnings on contributions are tax-deferred until money is withdrawn. Distributions are subject to ordinary income tax.

Contributions are taken as Payroll Deductions, on a pre-tax basis, on each Payroll Check and put into an account. The money is invested automatically into the investment option(s) chosen by the employee. Eligible employees may enroll at any time.

The City will contribute, in December of each year, one-hundred dollars (\$100.00) to the account of each current employee who participated in the Deferred Compensation plan and who contributed at least two-hundred-fifty dollars (\$250.00) throughout that year (January 1<sup>st</sup> through December 31<sup>st</sup>) to their account(s) in the plan. Please note the employer will contribute a maximum of one-dollars (\$100.00) each year even if the employee participates in more than one (1) Deferred Compensation plan.

#### **12.16.2b Deferred Compensation – 457(b) Plan ROTH Option (Post-Tax)**

Full-Time and Part-Time employees are eligible to participate in a 457(b) Deferred Compensation Roth plan. This is a retirement savings plan that allows eligible employees to supplement any existing retirement and pension benefits by saving and investing dollars through a voluntary salary contribution.

All Roth contributions are made with after-tax dollars which means taxes are paid now (after-tax) rather than when a qualified distribution is taken.

Contributions are taken as Payroll Deductions on each Payroll Check and put into an account. The money is invested automatically into the investment option(s) chosen by the employee. Eligible employees may enroll at any time.

The City will contribute, in December of each year, one-hundred dollars (\$100.00) to the account of each current employee who participated in the Deferred Compensation plan and who contributed at least two-



hundred-fifty dollars (\$250.00) throughout that year (January 1<sup>st</sup> through December 31<sup>st</sup>) to their account(s) in the plan. Please note the employer will contribute a maximum of one-dollar (\$100.00) each year even if the employee participates in more than one (1) Deferred Compensation plan.

## **12.17 Kansas Public Employees Retirement System (KPERS)**

### **12.17.4a Kansas Public Employees Retirement System (KPERS)**

All eligible City employees are required to become members of the Kansas Public Employees Retirement System (KPERS) upon hire. Upon becoming a KPERS member, the employee contributes to KPERS, through Payroll Deduction, for all wages and taxable benefits each Payroll Period. The employee's contribution is fixed by Kansas statute. The City also makes contributions to KPERS at a rate set by Kansas statute.

To be eligible to participate in the Kansas Public Employees Retirement System, the position in which the employee is working normally must require the employee to work more than one-thousand (1,000) hours per year. Please note: Police Officers and Firefighters fall under the Kansas Police and Fire Retirement System (KP&F).

Additional benefits also may be available to employees participating in KPERS. For more details, please contact the Human Resources Division.

### **12.17.2b Kansas Police and Firefighters Retirement System (KP&F)**

Police officers and firefighters participate in the Kansas Police and Firefighters Retirement System (KP&F) upon hire. Police officers and firefighters make contributions to KP&F through Payroll Deduction for all wages and taxable benefits each Payroll Period. The employee's contribution is fixed by Kansas statute. The City also makes contributions to KP&F at a rate set by Kansas statute.

Additional benefits also may be available to employees participating in KP&F. For more details, please contact the Human Resources Division.

## **12.18 Employee Assistance Program (EAP)**

If you need counseling or other help with personal or work-related problems you are encouraged to make contact with the EMPAC Employee Assistance Program (EAP). Assistance through EMPAC is provided for all City employees ~~by the City~~. You may contact EMPAC directly by calling 1 - (800) 234-0630.

EMPAC employees are available to assist you and your immediate family members (within the same household) with counseling, or referral, to a wide variety of counseling services for various personal problems, including but not limited to abuse of drugs and/or alcohol, emotional problems, financial problems, marital problems, family crises and ~~a myriad many of~~ other issues.

Short-term counseling may be paid for by the City. Long-term counseling services may require payment by employees or their health insurance provider. You should contact your supervisor or the Human Resources Division if you have questions.

### **12.18.4a. Mandatory Referral**

In some cases, the City may refer an employee to an Employee Assistance Program if the employee is experiencing job performance issues or behavioral problems that indicate services provided by the EAP may be of assistance.

The employee will have forty-eight (48) hours following a Mandatory Referral by the City to contact an EAP representative. Failure to contact the EAP within forty-eight (48) hours of Mandatory Referral by the City, without acceptable cause may lead to disciplinary action. In such cases, the supervisor may request some limited information on the employee's use of EAP services.

#### **12.18.2b EAP Scheduling and Paid Leave**

You will be allowed to use your accrued, paid leave (including Sick Leave) when mandated by the City, or to voluntarily access the EAP, should such arrangements be necessary during Regularly Scheduled Work Shift. Employees should pursue assessment and counseling during off-duty hours whenever possible.

### **12.19 Cellular Phone Allowance**

The City of Arkansas City provides a Cellular Phone Allowance for certain positions due to the nature of the job.

The purpose of the Cellular Phone Allowance is to facilitate ease of contact with employees in particular positions within the City. The determination of which positions are eligible to receive a Cellular Phone Allowance is based upon the nature and essential functions of the job.

To receive an allowance, an employee must provide the cellular phone number to the employer, and the phone must be on and carried by the employee during business hours and/or while on call for some employees this may mean twenty-four (24) hours a day.

Cellular Phones must remain in proper working order at all times. All repairs, maintenance and loss of Cellular Phones or accessories will be the responsibility of the employee. ~~Should City required Cellular Phones be lost or damaged while performing job required duties the City will reimburse the employee for the damage contingent on the City Manager's approval.~~

#### **12.19.1a Cellular Phone Allowance**

Allowance will be included in the employee's Payroll Check and is subject to all applicable taxes. Employees will not be required to submit monthly bills for the allowance.

#### **12.19.2b Plan Levels**

There are four (4) plan levels, according to the essential functions of the position (all based on the job as determined by the City Manager):

1. \$15 per month General Allowance Plan
2. \$50 per month Basic Allowance Plan
3. \$60 per month High-Use Allowance Plan
4. \$80 per month Smartphone Plan

#### **12.19.3c Smartphone Purchases**

~~Department head~~Department/division heads and some management positions, with the City Manager's approval, who wish to purchase a Smartphone, will receive an allowance for the actual cost of the phone up to a maximum of one-hundred dollars (\$100.00) no more frequently than every two (2) years.

#### **12.19.4d Discontinuation of Cellular Phone Allowance**

Employees who change jobs or whose duties no longer require a phone ~~and choose to discontinue their plan~~ may be eligible for reimbursement of any cancellation penalty with the approval of the City Manager. Billing from the Cellular Phone provider showing the penalty charge shall be provided to the ~~department head~~department/division head in order to be considered to receive reimbursement.

## **12.20 Uniforms**

Uniforms may be provided by the City, at no cost to the employee, for members of certain departments/divisions. These uniforms must be worn during scheduled and unscheduled working hours, and are not to be worn when employees are off duty or by any person other than the employee. All uniforms must meet the approval of each employee's supervisor.

The City may pay the cost of cleaning uniforms for uniformed employees at the discretion of the ~~department head~~department/division head.

Employees may be held responsible for any uniforms lost or damaged due to the employee's negligence.

Upon ~~S~~eparation from employment, all uniforms need to be returned to the employer immediately. Failure to return uniforms upon ~~S~~eparation from employment may result in withholding the value of the uniforms, in compliance with all applicable laws, from the separating employee's Payroll Check.

## **12.21 Safety Footwear**

Each ~~department head~~department/division head will determine the appropriate protection required for feet and ankles based on the work assigned to each worker and ensure each worker wears appropriate footwear.

To determine appropriate protection, the following factors will be considered:

1. Slipping;<sub>i</sub>
2. Uneven terrain;<sub>i</sub>
3. Abrasion;<sub>i</sub>
4. Ankle protection;<sub>i</sub>
5. Foot support;<sub>i</sub>
6. Crushing potential;<sub>i</sub>
7. Temperature extremes;<sub>i</sub>
8. Corrosive substances;<sub>i</sub>
9. Puncture hazards;<sub>i</sub>
10. Electrical shock;<sub>i</sub> and/or,
11. Any other recognizable hazard.<sub>i</sub>

No slip-on-type boots will be considered acceptable unless ankle support has been incorporated within the manufacturer's design.

If Safety Footwear is a requirement of the job, employees who are not able to wear Safety Footwear for medical reasons will need to provide a doctor's certificate to the Human Resources Division requesting exemption from this requirement.

If a ~~department head~~department/division head determines the employee's position requires reinforced-toe boots or other specific Safety Footwear other than street shoes, the employee ~~will~~may receive an annual ~~payment reimbursement~~ of up to one-hundred ~~twenty five~~ dollars (\$~~12500.00~~) each calendar year to for the purchase of the required Safety Footwear. ~~This benefit has been "grossed up" to help insure you receive approximately one hundred dollars (\$100.00) to spend on Safety Footwear each year. Please note a receipt for the purchase must be provided to receive reimbursement and~~

~~This payment will be provided on the first Payroll Check of every year. Please be aware~~ this payment is considered taxable income by the Internal Revenue Service (IRS).

Affected employees shall comply with this policy and shall be responsible for properly using, maintaining and wearing appropriate Safety Footwear.

## **Chapter 13**

### **Government Required Coverage**

Date Effective: 1/1/22

#### **13.1 Workers' Compensation**

All employees are entitled to Workers' Compensation benefits. This coverage is automatic and immediate and protects you due to an on-the-job injury. An on-the-job injury is defined as an accidental injury suffered in the course of your work or an illness which is directly related to performing your assigned job duties. The City pays the entire cost of this insurance program.

If you cannot work due to a job-related injury or illness, Workers' Compensation insurance pays your medical bills and provides a portion of your income until you can return to work.

#### **13.2 Unemployment Compensation**

Depending upon the circumstances, former City employees may be eligible for Unemployment Compensation upon termination from employment with the City of Arkansas City. Eligibility for Unemployment Compensation is determined by the Kansas Department of Labor Unemployment Division. The City pays the entire cost of this insurance program.

Unemployment Compensation is designed to provide you with a temporary income when you are out of work through no fault of your own. For your claim to be valid, you must have a minimum amount of earnings determined by the state and you must be willing and able to work.

#### **13.3 Social Security**

The United States government operates a system of mandated insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your wages to the trust fund from which benefits are paid.

As your employer, the City is required to deduct this amount from each Payroll Check you receive. In addition, the City matches your contribution dollar for dollar, thereby paying one-half ( $\frac{1}{2}$ ) of the cost of your Social Security benefits. The tax comprises part of the Federal Insurance Contributions Act (FICA).

Your Social Security number is used to record your earnings. You are encouraged to protect your Social Security record by ensuring your name and Social Security number on your pay stub and W-2 Form are correct. You may also want to make sure your earnings statement is accurate each year by requesting a Personal Earnings and Benefit Estimate Statement from the U.S. Social Security Administration by visiting <https://www.ssa.gov>.

## Chapter 14

### Workers' Compensation

Date Effective: 1/1/22

All City employees are covered under the provisions of the State of Kansas Workers' Compensation Act, which provides medical treatment, compensation for loss of pay and death benefits for any employee injured or killed by an accident or occupational exposure arising out of and in the course of his or her employment. The cost of this insurance is paid in its entirety by the City of Arkansas City.

It is the injured employee's responsibility to inform a supervisor of any workplace injury or occupational exposure immediately. Failure to timely inform the City of an injury, or occupational exposure, could preclude coverage under the Workers' Compensation Act.

PLEASE FOLLOW THESE STEPS IN THE CASE OF A JOB RELATED INJURY OR ILLNESS:
1) <b><i>In the case of a serious or life-threatening injury, call 911 immediately.</i></b>
2) Report the injury to a supervisor immediately.
3) Please contact the Human Resources Division for further assistance as soon as possible.
4) You may be subject to drug and alcohol testing – please consult with the Human Resources Division.
5) Complete the appropriate forms so the claim may be filed as soon as possible following the injury or occupational exposure.
6) Please obtain authorization from the Human Resources Division before visiting a physician, clinic or emergency room for an <del>on-the-job injury</del> <u>on-the-job injury</u> <b><i>unless the injury is serious or life-threatening.</i></b>
7) You will need to see the Authorized Physician – there are other options available to you, please contact the Human Resources Division for more information.
8) Please keep in touch with your supervisor or <del>department head</del> <u>department/division head</u> and the Human Resources Division throughout all medical treatment and the healing process.
9) Please provide all original copies of paperwork from the doctor to the Human Resources Division following each appointment.
10) Should you be under the Authorized Physician's care and receive work restrictions, you should not violate those restrictions <b><i>on or off duty</i></b> (this could <del>cause result in</del> re-injury or <del>a</del> slowing your healing time).
11) Please keep all appointments for ongoing medical care and participate fully in the treatment of your injury or illness.
12) Please remember you can contact the Human Resources Division any time you have questions or concerns regarding your injury or illness and subsequent care. We are always available to assist you.

#### **14.1 Drug and Alcohol Testing**

Employees who need medical attention, due to a workplace injury/exposure, may be tested for impairment. Employees who don't need medical attention may be tested as outlined in the Drug-Free Workplace and Alcohol Testing policy. Supervisors should consult with the ~~department head~~~~department/division head~~ and the Human Resources Director.

#### **14.2 Authorized Physician**

The City has the authority to select the medical provider who will treat workplace injuries and exposures. ~~The authorized Physician is Dr. Eric Thomson at the South Central Kansas Clinic (620-442-4850). Please contact the Human Resources Division for information regarding the authorized physician.~~

#### **14.3 Follow-up Appointments**

Employees with an approved workers' compensation claim who have been released to perform work and have follow-up appointments during their Regularly Scheduled Work Shift shall count the time away from work for doctor's visits as Injury Leave.

#### **14.4 Injury Leave**

If you are injured on the job, time spent that day visiting a physician or recovering at home or a health care facility will be counted as regular time worked, not as Injury Leave. Any subsequent physician appointments, physical therapy or other time off due to the injury will be counted as Injury Leave and shall fall under the criteria set forth in this policy.

If you were injured on the job and have been taken off work by the authorized Workers' Compensation physician or the employer, due to the ~~on the job injury~~~~on-the-job injury~~, you will be compensated by receiving Injury Leave in lieu of your regular pay for the first seven (7) calendar days you are off duty. If you are not approved to return to work following the seventh (7<sup>th</sup>) calendar day you will be compensated by only Workers' Compensation.

Employees who are taken off work are not eligible for Holiday Leave pay should they be unable to return to work in the Payroll Period including the Official City Holiday.

#### **14.5 Effects on Benefits**

During the period of time an employee is eligible for Workers' Compensation benefits the City will follow each benefit provider's guidelines regarding continuation of benefits.

Employees are responsible for making payment arrangements for the employee's contribution toward these benefits, as well as any other optional programs to which the employee may contribute, if eligible. Failure to provide the employee's contribution will likely result in forfeiture of the City's contribution and loss of benefit(s).

#### **14.6 Effects on Paid leave**

Time off work while receiving Workers' Compensation benefits shall result in the loss of accrual of Vacation Leave and Sick Leave the first of the Payroll Period following fourteen (14) consecutive calendar days off.

Accrual will begin again the first of the Payroll Period following the employee's return to his or her, Full-Time, Regularly Scheduled Work Shift.

#### **14.7 Return to Work**

Prior to returning to work you will be required to provide a release to return to work from the treating physician:

- a. Without Limitations - Employees who have been released without limitations may be required to undergo a Fit for Duty Assessment.
- b. With Limitations - Employees who have been released to perform work with limitations may be able to return to work under the Return to Work Program. Should an employee turn down, or fail to perform offered work, that he or she is capable of doing, the City may take actions permitted under law including but not limited to contesting the employee's entitlement to further Workers' Compensation benefits.

##### **14.7.1 Return to Work Program**

Employees who are temporarily unable to perform the duties of their position because of an on-the-job injury may qualify for participation in the City's Return to Work Program. The ultimate goal is to return the restricted duty employee back to full duty.

For work to be considered suitable under this program the following conditions must be met:

- 1) It must be reasonably likely that the employee will return to work in a full capacity to the position held by the employee prior to assignment to the program;
- 2) The work assigned must be a meaningful and productive part of the department/division operations; and,
- 3) The employee must be qualified for the assignment.

***This policy shall in no way disregard or negate the rights of any employee with a disability covered under the Americans with Disabilities Act or the ADA Amendments Act.***



## Chapter 15 Employee Training and Travel

Date Effective: 1/1/22

### 15.1 Training and Travel Expenses

It is the policy of the City to provide employees appropriate educational and training opportunities to improve their skills and capabilities as may be appropriate to their duties and responsibilities.

When training, including classes, seminars, conferences or college courses, is required by the City Manager or an employee's ~~department head~~department/division head, expenses associated with those training opportunities will be paid by the City according to the Fair Labor Standards Act (FLSA), Internal Revenue Service (IRS) guidelines and the City's Travel policy.

#### 15.1.1a. Travel

~~Occasionally~~ performance of ~~official~~ City ~~official~~ business will necessitate ~~periodic~~ travel by City employees ~~beyond their offices or locations of normal work activities~~. Any amount of time an employee spends driving or traveling on official City business will be treated as paid time. Additionally, shall a day of training and/or travel sum up to fewer hours than your normal schedule that particular day you will be will still be paid for your normally scheduled working hours.

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#### 15.1.2b. Definitions

- a) Authorized Travel – Travel outside of City limits that is directly relevant to, and necessary for successful accomplishment of, legitimate City requirements (i.e., official City business).
- b) Authorized Individuals – Individuals who are either performing City business or representing the City in some fashion.
- c) Reimbursable Mileage Rate – IRS business standard mileage rate in effect at the time of Authorized Travel.
- d) Purchasing Card – Any card or other similar item or arrangement which authorizes credit purchases by an employee in the name of the City of Arkansas City.
- e) Reimbursable Expenses – Only those expenses for which City funds will be used for reimbursement.
- f) Travel Approving Official - Person authorized to approve travel and related expenses. For this policy, the Travel Approving Official will be the department/division head. If the Authorized Individual is a department/division head, the Travel Approving Official will be the City Manager.

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#### 15.1.3c. Approval Process

Any Authorized Individual intending to travel on City business shall request approval from their Travel Approving Official prior to the planned departure date.

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#### 15.1.4d. Authorized Expenses

- 1. The City of Arkansas City shall compensate employees according to the Fair Labor Standards Act when travel is required for official business.

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2. Transportation costs (specified below) for out of town meetings, conferences and seminars.
3. Lodging for approved overnight business related functions as detailed below.
4. Actual meal expenses for business related activities when traveling out of town as explained below.
5. Incidental travel related expenses such as tolls, parking, etc.

15.1.5e Unauthorized Expenses

1. Alcohol;
2. Appetizers unless ordered as a meal;
3. Snacks;
4. Personal expenses;
5. Expenses for family members or others; and/or,
6. Entertainment expenses such as tickets to concerts, plays, sporting events, etc.; and/or, maid tips.

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15.1.6f Modes of Transportation

The City will provide transportation when in the best interest of the City. It is expected that each employee will use the best means of traveling to and from the destination taking into consideration cost, time and transportation availability.

Employees needing to travel may use the following means of transportation:

- a) City Vehicle – Employees without assigned City vehicles may request a City vehicle for business travel. City vehicle issuance is based on availability and shall be approved by the department/division head that has responsibility for the assigned vehicle.
- b) Commercial Carrier – Allowable expense is economy or tourist class if by air; first class day coach if by train. When possible, commercial travel should be planned far enough in advance to take advantage of reduced fares. Under no circumstances will an airline be selected or route established solely for the purpose of accruing airline bonus points.
- c) Private Vehicle - Rates for reimbursement will be the Reimbursable Mileage Rate. Mileage will be determined by the usually traveled, most direct route in accordance with figures obtained by Google Maps or Map Quest applications. If approved, this use of a Private Vehicle may be selected but reimbursement will be limited to cost of the most economical mode of transportation available (i.e., limited to the total cost of reimbursable mileage to airport, airport parking, airfare, etc.).
- d) Rental Vehicle - May be authorized if most economical either traveling to and from or at an authorized event.
- e) Other Travel Related Expenses - Other business expenses directly attributed to City related travel such as public transportation, baggage fee, airport parking, taxi/bus fares, tolls and parking fees are allowed as long as receipts detailing the charges are provided.

*Please note mileage will not be reimbursed for travel within the city limits of the City of Arkansas City.*

15.1.7g Lodging

The City may pay lodging costs associated with attendance at an authorized business meeting, seminar or conference, ~~when the distance is greater than one hundred (100) miles from Arkansas City city limits.~~

- Reimbursement will be for the best available room rate.
- Phone calls and internet access charges on the hotel bill will be deducted unless identified as to who was called and the nature of City business conducted.

15.1.8h Meal Expense

1. Meals will be paid or reimbursed for actual cost (including tip not to exceed fifteen percent (15%)).
2. Expenses for meals associated with a training seminar or meeting within the city limits of Arkansas City will not be reimbursed.
3. When overnight stay is not required but an employee's travel extends their workday by three (3) hours, the employee will be provided with one (1) meal.
4. An itemized, original receipt must be submitted for reimbursement. The receipt must identify name and address of restaurant, date and itemized purchases.
5. Meal purchases must be done with good judgement and proper discretion. Employees are encouraged to use the U.S. General Services Administration (GSA) guidelines for acceptable expenses. Under no circumstance shall the amount exceed GSA guidelines for the area.

15.2 Certification/License Testing

When attempting Certification/License Testing (job requirement) the City will reimburse the employee for the cost of (1) the first attempt (pass or fail) and (2) the final successful attempt at testing. The expense for all other attempts will need to be paid by the employee.

Note: See the section of this Employee Manual titled "Commercial Driver's License (CDL)" for more information regarding reimbursement for CDL testing.

## Chapter 16

### Attendance

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Date Effective: 1/1/22

#### **16.1 Regularly Scheduled Work Shift**

All employees are expected to be present at their assigned work places during the time assigned by their supervisor(s).

An employee's Regularly Scheduled Work Shift is the first, second, third, twelve (12) or twenty-four (24) hour shift and/or day(s) of the week the ~~department head~~department/division head has determined is necessary for the employee to work to meet the needs of the City.

Any employee's Regularly Scheduled Work Shift may be subject to change at any time. Thus, the change determined by the ~~department head~~department/division head becomes the employee's Regularly Scheduled Work Shift for that particular day.

All employees of City departments/divisions that serve the City every day, around the clock, may be required to work varying hours and shifts, including weekends and holidays, as the need may arise.

#### **16.2 Absences**

If you are unable to report for work you need contact your supervisor at least thirty (30) minutes prior to your Regularly Scheduled Work Shift unless prevented from doing so by some circumstance(s) beyond your control

You need to call-in each day you are absent, unless other arrangements have been made with the supervisor, another person higher in the Chain of Command or the Human Resources Division in cases of injury (either on or off duty injury), Domestic Violence or a Family Medical Leave Act (FMLA) qualified event.

You, yourself, need to call-in unless there are circumstance(s) beyond your control which do not allow you to do so. It generally is not permissible to have someone else call-in for you. It is permissible to utilize text messaging as a method of contact with your supervisor. Please make sure your supervisor confirms receiving your text message.

You may be required to provide documentation of any medical or other excuse for being absent. The City reserves the right to utilize accrued, paid leave to make up for your missed time.

Failure to follow this procedure may put employees at risk for a No Call/No Show on his or her Attendance Record and/or possibly disciplinary action.

#### **16.3 Tardiness**

If you should become aware that you will be late for work you ~~u~~<sup>r</sup> need to notify your supervisor, another person higher in the Chain of Command or the Human Resources Division in cases of injury, Domestic Violence or a Family Medical Leave Act (FMLA) qualified event as soon as possible prior to the beginning

of your Regularly Scheduled Work Shift unless prevented from doing so by some circumstance(s) beyond your control.

Employees may be required to provide documentation of any medical or other excuse for being late. The City reserves the right to utilize accrued, paid leave to make up for missed time.

**16.4 Job Abandonment**

If you should fail to report for duty without contacting your supervisor, another person higher in your Chain of Command or the Human Resources Division in cases of injury, Domestic Violence or a Family Medical Leave Act (FMLA) qualified event, and also fail to provide adequate justification for your absence for two (2) consecutive, Regularly Scheduled Work Shifts you may likely be deemed to have abandoned your position and voluntarily resigned from ~~the City employment with the City.~~

Should you leave your Regularly Scheduled Work Shift without adequate justification or permission from the supervisor, another person higher in the Chain of Command or the Human Resources Division in cases of injury ~~(either on or off duty injury)~~, Domestic Violence or a Family Medical Leave Act (FMLA) qualified event you may likely be deemed to have abandoned your position and voluntarily resigned from City employment.

**16.5 Inclement Weather**

To the extent possible, all City employment facilities will remain open according to regularly scheduled business hours during Inclement Weather. The City Manager reserves the right to change business hours and/or close City facilities as conditions warrant.

Every effort should be made to be at work due to ongoing business requirements. However, you must make a personal judgment call pertaining to your personal safety in traveling to and from work. In the case of an absence, you are asked to make every effort to notify your supervisor of the absence, according to City policy.

In the event Inclement Weather, including but not limited to ~~a~~-snowstorm, flood or tornado, prevents you from safely traveling to work, you will need to use accumulated leave (excluding Sick Leave), to be compensated for this time. If you do not have unused time off available the time will need to be taken without pay.

When City facilities are closed early due to Inclement Weather, the City may, at the discretion of the City Manager, compensate those employees still present at the time of closing for the remainder of their Regularly Scheduled Work Shift.

## Chapter 17

### Leave

Date Effective: 1/1/22

#### 17.1 Use of Paid leave

All types of paid leave will be applied against regularly scheduled work days and regularly scheduled work hours only. Accrued and unused Paid Leave must be used to cover any time missed from your Regularly Scheduled Work Shift unless you are off work due to a work-related-injury (temporary disability), Administrative Leave or Suspension without Pay.

#### 17.2 Pay Rate for all Types of Paid leave

Compensatory Time off, ~~Idle Holiday Pay~~, Holiday Premium Pay, Holiday Time Banked, Vacation Leave, Sick Leave, Safety Day Leave, Personal Business Day Leave, Injury Leave, Funeral/Bereavement Leave and Wellness Day Leave will be paid at the employee’s Base Pay Rate.

*Please note: Compensatory Time off is earned at a rate of one and one-half (1½) hours for each hour of worked for which Overtime compensation is required.*

#### 17.3 Official City Holidays

The City observes ~~ten-thirteen~~ (103) paid Official City Holidays per year:

OFFICIAL CITY HOLIDAYS		
1	New Year’s Day	January 1 <sup>st</sup>
2	Martin Luther King Jr. Day	Third Monday in January
<del>3</del>	<u>President’s Day</u>	<u>Third Monday in February</u>
<del>4</del>	Memorial Day	Last Monday in May
<del>5</del>	<u>Juneteenth</u>	<u>June 19th</u>
<del>6</del>	Independence Day	July 4 <sup>th</sup>
<del>7</del>	Labor Day	First Monday in September
<del>8</del>	<u>Columbus Day</u>	<u>Second Monday in October</u>
<del>9</del>	Veterans Day	November 11 <sup>th</sup>
<del>7</del> <del>10</del>	Thanksgiving Day	Fourth Thursday in November
<del>8</del> <del>11</del>	Friday following Thanksgiving Day	Friday following Thanksgiving Day
<del>9</del> <del>12</del>	Christmas Day	December 25 <sup>th</sup>
<del>10</del> <del>13</del>	Floating Holiday	Designated annually by the City Manager

When any Official City Holiday falls on a Saturday, it will be observed on the prior Friday. When any Official City Holiday falls on a Sunday, it will be observed on the following Monday.

You may take time off to observe your religious holidays. If available, you may use any accrued, paid leave as well as Compensatory Time. ~~except~~Sick Leave usage will not be available for this purpose. ~~otherwise~~Should none of the above mentioned be available you will need to take the time off without pay. Please schedule the time off in advance with your supervisor(s).

Eligible City employees may be entitled to Holiday Pay ~~or Idle Holiday Pay~~, as specified below, after their first day of employment.

**17.3.1a Holiday Pay**

Full-Time, non-exempt employees who are required to work on an Official City Holiday ~~shall will~~ receive Holiday Pay, in addition to ~~the employee's their~~ regular wages ~~for time worked for~~ that day, subject to the limitations stated within this policy. Holiday Pay is paid at a rate equivalent to the Base Pay Rate.

- Full-Time employees who DO work on an Official City Holiday will receive eight (8) hours of Holiday Pay in addition to their regular wages for time worked that day.
- Full-Time, Fire/Emergency Medical Services (EMS) Department employees working on a 7(k) Exemption (Work Period Method) who DO work on an Official City Holiday will receive twelve (12) hours of Holiday Pay in addition to their regular wages for time worked that day.
- Full-Time employees who are NOT required to work on an Official City Holiday will receive eight (8) hours of Holiday Pay.
- Full-Time, Fire/Emergency Medical Services (EMS) Department employees working on a 7(k) Exemption (Work Period Method) who are NOT required to work on an Official City Holiday will receive twelve (12) hours of Holiday Pay.

~~Holiday Pay is paid at a rate equivalent to your Base Pay Rate for each hour worked on the Holiday, up to a maximum of eight (8) hours. Fire/Emergency Medical Services (EMS) Department employees working on a Work Period method shall be paid Holiday Pay for twelve (12) hours.~~

**Idle Holiday Pay**

~~All Full-Time employees are eligible for Idle Holiday Pay on an Official City Holiday. Idle Holiday Pay is provided when you have the Official City Holiday off, but receive compensation for that day in the form of Idle Holiday Pay.~~

~~Idle Holiday Pay is paid at a rate equivalent to your Base Pay Rate. You will be paid Idle Holiday Pay for the number of hours that you are normally scheduled to work, on that particular Official Holiday, up to a maximum of eight (8) hours. Fire/Emergency Medical Services (EMS) employees working on a Work Period method 7(k) Exemption (Work Period Method) shall be paid Idle Holiday Pay for up to a maximum of twelve (12) hours.~~

**17.3.2b Holiday Time Banked**

Holiday Time Banked is paid time off, at the employee's request, that is accumulated in lieu of the actual payment of ~~Holiday Pay~~ for working on an Official City Holiday.

- All eligible employees (all employees except Fire/Emergency Medical Services (EMS) personnel working on a 7(k) Exemption (Work Period Method)) may accumulate up to twenty-four (24) hours of Holiday Time Banked. Any accumulation in excess of twenty-four (24) hours will be paid on the next Payroll Check.

- All, Full-Time, Fire/EMS personnel working on a (7(k) Exemption (Work Period Method)) may accumulate up to eighty (80) hours of Holiday Time Banked.. Any accumulation in excess of eighty (80) hours will be paid on the next Payroll Check.

~~Fire/EMS personnel (Work Period Method) shall not accumulate in excess of forty eight (48) hours. Any accumulation in excess of forty eight (48) hours will be paid on the next Payroll Check.~~

Accumulated Holiday Time Banked shall be converted to cash payment during active employment only in the event the employee reaches the maximum accumulation of Holiday Time Banked hours.

**17.3.3c. Unpaid Leave (Holiday Pay)**

Employees who are on any type of unpaid leave or who have used unpaid leave during the calendar week in which the Official City Holiday occurs shall not be eligible for ~~Idle~~-Holiday Pay.

Other Types of Leave on an Official City Holiday

Official City Holidays that fall during within an approved, scheduled Vacation Leave or Sick Leave will be recorded as ~~Idle~~-Holiday Pay.

No other type of Paid leave can be requested or paid on an Official City Holiday. ~~Idle~~-Holiday Pay supersedes all other types of leave. For example, one cannot claim Vacation Leave Pay on an Official City Holiday. Only ~~Idle~~-Holiday Pay would apply.

Those scheduled to work more than eight (8) hours on an Official City Holiday may request additional paid leave, with the exception of Sick Leave, to make up for the regularly scheduled hours over the eight (8) hours of ~~Idle~~ Holiday Pay.

**17.3.4d. Holiday Premium Pay (Call-Outs on a Holiday)**

Call-Outs on an Official City Holiday shall be considered a Premium Pay situation. Holiday Premium Pay shall be excluded from the Regular Pay Rate for purposes of calculating Overtime owed.

**17.3.5e. Overtime and Official City Holidays**

Employees are not excused from Overtime work on an Official City Holiday. Holiday Pay ~~and Idle Holiday Pay shall is be~~ counted toward the Overtime Pay threshold for those employees in Overtime-eligible positions.

*Please note: Holiday Pay is the only type of paid leave to be considered in the Overtime Pay threshold calculation.*

**17.3.6f. ~~Separation Payments and Holiday Time Banked~~ Holiday Time Banked Separation Payments**

The City will convert Holiday Time Banked to cash payment at the employee’s Base Pay Rate at the time of the employee’s Separation. All Holiday Time Banked will be paid to the employee upon ~~s~~Separation from City employment.

**17.4 Vacation Leave**

It is the intent of the City that all Full-Time employees shall be provided with special periods for rest and relaxation in recognition of services performed. Employees who receive occasional periods of rest are thought to be more productive, and these periods of rest may also help to provide a safer work



environment for themselves and those around them. It is for these reasons that the City provides paid Vacation Leave to Full-Time employees.

**17.4.1a. Vacation Leave Accrual**

All regular, Full-Time employees accrue Vacation Leave each Payroll Period according to their position and years of service with the City.

Full-Time employees, excluding Fire/Emergency Medical Services (EMS) Department employees working on a ~~Work-Period method~~ **7(k) Exemption (Work Period Method)**, accrue paid Vacation Leave according to the following schedule:

MONTHS OF CONTINUOUS, FULL-TIME EMPLOYMENT	VACATION HOURS ACCRUED PER YEAR	MAXIMUM ACCRUAL (HOURS)
0-59 Months	80	160
60-119 Months	120	240
120-179 Months	160	320
180+ Months	200	400

Full-Time, Fire/Emergency Medical Services (EMS) Department employees working on a ~~Work-Period method~~ **7(k) Exemption (Work Period Method)** accrue paid Vacation Leave according to the following schedule:

MONTHS OF CONTINUOUS, FULL-TIME EMPLOYMENT	VACATION HOURS ACCRUED PER YEAR	MAXIMUM ACCRUAL (HOURS)
0-59 Months	112	224
60-119 Months	168	336
120-179 Months	224	448
180+ Months	280	560

Any employee who is/was employed in a Temporary/Seasonal classification or Part-Time classification and Transfers to a Full-Time classification must begin his or her Vacation Leave accrual as of the date of transfer to the Full-Time classification. Time spent in a Temporary/Seasonal Classification or Part-Time classification will not be counted towards years of service for Vacation Leave accrual.

Any employee who transfers from a Full-Time classification to a Part-Time classification shall be paid for all accrued, unused Vacation Leave.

In the event a Full-Time employee Transfers or is Promoted from a Full-Time position (old position) to another Full-Time position (new position), and the old position has a higher maximum accrual schedule

than the new position, the City will pay the employee for his or her accrued vacation hours that exceed the maximum accrual hours of the new position at the time of transfer or promotion.

**17.4.2b. Vacation Leave Maximum Accrual**

Employees may carry over earned Vacation Leave from one year to the next but may not accumulate more than two (2) years of total accrual at any time. In such cases, accrual will cease until such time that the accumulation level is less than two (2) years of accrual.

**17.4.3c. Vacation Leave Accrual Cessation**

Vacation Leave will continue to accrue as long as the employee has accrued and unused Vacation Leave and/or Sick Leave available. Vacation Leave accrual will cease when all Vacation Leave and Sick Leave has been exhausted.

Employees using unpaid leave shall not be eligible to accrue Vacation Leave beginning with the Payroll Period following the start of the period of unpaid leave. Vacation Leave accrual will resume upon the employee's Full-Time return from unpaid leave or upon the employee working an entire Payroll Period without the use of unpaid leave.

**17.4.4d. Vacation Leave Accrual and Use for Newly Eligible Employees**

Paid Vacation Leave will begin to accrue on the first Payroll Check for newly eligible employees, but the employee may not use any Vacation Leave until the employee has completed six (6) months of continuous, Full-Time employment. Should the new employee separate from employment prior to ~~twelve~~ six (6) months of continuous, Full-Time employment, the employee is ineligible to receive any type of payout of accrued, unused Vacation Time.

**17.4.e.5 Vacation Leave Requests**

Vacation Leave requests are asked to be made as far in advance of need as is practical. All employees shall fill out the appropriate form(s) requesting permission to take leave and the request must be approved by the employee's ~~department head~~department/division head prior to taking the Vacation Leave.

**17.4.6f. Departmental/Divisional Vacation Leave Scheduling**

~~Department head~~Department/division heads will plan vacation schedules to allow for a minimum of disruption to the department/division.

**17.4.g.7 Vacation Leave and Workers' Compensation Disability Payments**

Employees who are receiving Injury Leave or Workers' Compensation Temporary Disability payments for a ~~workplace-work-related injury~~ shall not be entitled are not able to use accrued or earned paid Vacation Leave while receiving such disability payments.

**17.4.8h. Cash Value of Vacation Leave**

There are only three (3) situations in which City employees may receive payment for Vacation Leave, in lieu of taking the time off, while they are active employees:

1. If special or unusual circumstances beyond the employee's control prevent the timely use of accrued Vacation Leave, the City Manager may approve payment of the cash value of such Vacation Leave or portion thereof up to the specified maximum accrual limit, in excess of one (1) year of accrual.
- ~~2.~~ Employees who think they meet the above criteria will need to complete a Leave Request Form noting the number of Vacation Leave hours for which they would like to receive payment. The employee also must attach a written statement explaining the special or unusual circumstances

that caused or led to his or her inability to use Vacation Leave. These documents should be submitted to the department/division head, who shall forward to the City Manager for review.

~~2-3.~~ Employees who accrue Vacation Leave at a rate of one-hundred-sixty (160) hours per year or more may, upon request, be paid the cash value of up to forty (40) hours of Vacation Leave in lieu of using those forty (40) hours of paid Vacation Leave. It should be noted that a minimum of ~~one (1) year~~ one-hundred-sixty (160) hours of accrual shall remain available after the payment has been made. All such payments will be made in November/December of each year. Employees who think they meet the above criteria will need to complete a Leave Request Form noting the number of Vacation Leave hours for which they would like to receive payment. This document should be submitted to the department/division head, who shall forward it to the City Manager for review.

~~3-4.~~ Any employee who transfers from a Full-Time classification to a Part-Time classification shall be paid for all accrued and unused Vacation Leave.

#### 17.4.9i. Vacation Leave Separation Payments

All regular, Full-Time employees separating from City employment and who have given, and satisfactorily completed, an appropriate Notice Period of ~~fourteen (14) calendar days~~ their regular schedule through two (2) calendar weeks, as defined in the Separation from City Employment policy will receive payment for all accrued and unused Vacation Leave. Please note employees with less than ~~twelve (12) six (6)~~ months of continuous, Full-Time employment will not receive payment for accrued and unused Vacation Leave.

Note: See the section of this Employee Manual titled "Separation from City Employment" for more information regarding Notice Period.

### 17.5 Sick Leave

All Full-Time employees who have been employed with the City for at least one (1) calendar month shall be eligible to take paid Sick Leave.

#### 17.5.1a. Sick Leave Accrual

- All Full-Time employees shall accrue paid Sick Leave at the rate of four (4) hours per Payroll Period.
- All Full-Time Fire/Emergency Medical Services (EMS) Department employees working on a ~~Work Period method~~ 7(k) Exemption (Work Period Method) shall accrue 5.25 hours per Payroll Period.

#### 17.5.2b. Sick Leave Maximum Accrual

Those employees hired prior to April 1, 2020, may accumulate Sick Leave to a maximum of nine-hundred-sixty (960) hours. Any accumulation in excess of the above noted hours shall be forfeited and accrual shall cease until such time the accumulation level is less than nine-hundred-sixty (960) hours.

Those employees hired on or after April 1, 2020, may accumulate Sick Leave to a maximum of seven-hundred-twenty (720) hours. Any accumulation in excess of the above noted hours shall be forfeited and accrual shall cease until such time the accumulation level is less than seven-hundred-twenty (720) hours.

#### 17.5.3c. Sick Leave Accrual Cessation

Sick Leave will continue to accrue as long as the employee has accrued and unused Vacation Leave and/or Sick Leave available. Sick Leave accrual will cease when all Vacation Leave and Sick Leave ~~have~~ has been exhausted.

Employees using unpaid leave shall not be eligible to accrue Sick Leave beginning with the Payroll Period following the start of the period of unpaid leave. Sick Leave accrual will resume upon the employee’s Full-Time return from unpaid leave or upon the employee working an entire Payroll Period without the use of unpaid leave.

**17.5.4d. Sick Leave Accrual and Use for Newly Eligible Employees**

During the first calendar month of employment, newly eligible employees shall accrue, but not yet be eligible to utilize Sick Leave. At the end of that period, the employee will be able to utilize Sick Leave with the approval of his or her supervisor and/or ~~department head~~department/division head.

**17.5.5e. Sick Leave Utilization**

Sick Leave shall be granted for the following:

1. Personal illness or physical incapacity;
2. Enforced quarantine of the employee;
3. Sickness requiring the employee’s presence to attend to a member of the employee’s Immediate Family, as defined below, when the leave is approved by the supervisor and/or the ~~department head~~department/division head; and/or,
4. Medical and dental appointments.

**17.5.6f. Immediate Family**

For the use of Sick Leave, Immediate Family is defined to include only an employee’s:

- ~~Father~~
- ~~Stepfather~~
- ~~Mother~~
- ~~Stepmother~~
- ~~Wife~~
- ~~Husband~~
- ~~Children~~
- ~~Stepchildren~~
- ~~Foster Children~~
- ~~Spouse;~~
- ~~Domestic Partner (living in same residence as employee);~~
- ~~Child;~~
- ~~Step-Child;~~
- ~~Foster Child;~~
- ~~Father;~~
- ~~Step-Father;~~
- ~~Mother; and/or,~~
- ~~Step-Mother.~~

Please note that in certain circumstances the City Manager may approve Sick Leave usage for other familial relationships not listed above.

**17.5.7g. Sick Leave Requests**

If you need to request to use Sick Leave please notify your supervisor at least thirty (30) minutes prior to the beginning of your Regularly Scheduled Work Shift, unless prevented from doing so by some circumstance(s) beyond your control. Employees must submit the necessary leave request forms or

certifications, and also notify the Human Resources Division if the reason for the leave is due to an injury (on or off duty), Domestic Violence or an FMLA-qualifying event.

**17.5.8h. Verification of Sick Leave Use**

A physician’s certificate may be requested at any time to affirm an employee’s illness or condition and the employee’s fitness to return to work. Verification for Sick Leave requested may be required at the discretion of the City Manager or the ~~department head~~department/division head. No pay shall be granted for any Sick Leave that cannot be verified.

When the employee is on Sick Leave in excess of five (5) working days (three (3) working days for employees working under the 7(k) Exemption in the Fire/EMS Department), has just been released from the hospital or experiences another unusual circumstance such as, but not limited to, a work-related injury, a physician’s release will be required prior to returning to work.

Employees are responsible for informing the Human Resources Division if an accommodation is needed, or of any health issues or restrictions that could interfere with their ability to safely and effectively perform the duties of the position.

**17.5.9i. Sick Leave and Workers’ Compensation Disability Payments**

Employees who are receiving Workers’ Compensation ~~Temporary Disability~~ payments for a workplace work-related injury ~~shall are not be entitled able~~ to use accrued or earned paid Sick Leave while receiving such disability payments.

**17.5.10j. Sick Leave Separation Payments**

All regular, Full-Time employees hired prior to April 1, 2020, who are separating from City employment and who have given, and satisfactorily completed, an appropriate Notice Period ~~of fourteen (14) calendar days~~ will receive payment for a predetermined percentage (based on continuous, Full-Time months of service) of all accrued and unused Sick Leave, up to a maximum of no more than four-hundred-eighty (480) hours. Please note employees with less than forty-eight (48) months of continuous, Full-Time employment shall not receive payment for accrued and unused Sick Leave upon Separation.

For employees hired prior to April 1, 2020, please refer to the chart directly below for determining the amount of Sick Leave payout (if appropriate Notice of Intent to Separate from City Employment has been given and successfully completed):

MONTHS OF CONTINUOUS EMPLOYMENT	SICK LEAVE PAYOUT
0-47 full months of continuous, Full-Time employment	0% payout
48-95 full months of continuous, Full-Time employment	25% payout, up to 480 hours
96-143 full months of continuous, Full-Time employment	50% payout, up to 480 hours
144-191 full months of continuous, Full-Time employment	75% payout, up to 480 hours
192+ full months of continuous, Full-Time employment	100% payout, up to 480 hours

All regular, Full-Time employees, hired on or after April 1, 2020, who are separating from City employment who have given, and satisfactorily completed, an appropriate Notice Period ~~of fourteen (14) calendar days~~ will receive payment for a predetermined percentage (based on continuous, Full-Time

months of service) of all accrued and unused Sick Leave, up to a maximum of no more than three-hundred-sixty (360) hours. Please note employees with less than forty-eight (48) months of continuous, Full-Time employment shall not receive payment for accrued and unused Sick Leave upon Separation.

For employees hired on or after April 1, 2020, please refer to the chart directly below for determining the amount of Sick Leave payout (if appropriate Notice of Intent to Separate from City Employment has been given and successfully completed):

MONTHS OF CONTINUOUS EMPLOYMENT	SICK LEAVE PAYOUT
0-47 full months of continuous, Full-Time employment	0% payout
48-95 full months of continuous, Full-Time employment	25% payout, up to 360 hours
96-143 full months of continuous, Full-Time employment	50% payout, up to 360 hours
144-191 full months of continuous, Full-Time employment	75% payout, up to 360 hours
192+ full months of continuous, Full-Time employment	100% payout, up to 360 hours

Note: See the section of this Employee Manual titled "Separation from City Employment" for more information regarding Notice Period.

**17.6 Personal Business Day Leave**

All eligible, Full-Time employees will accrue eight (8) hours of Personal Business Day Leave upon hire, but are not able to utilize that Personal Business Day Leave until they have been continuously employed with the City for at least two (2) calendar months in a Full-Time classification. Full-Time employees will receive eight (8) hours of Personal Business Day Leave on January 1<sup>st</sup> of each calendar year.

Personal Business Day Leave may be requested for use at any time during the corresponding calendar year. Scheduling is subject to the approval of the ~~department head~~department/division head. Unused Personal Business Day Leave may not be carried forward to the next calendar year. Current employees cannot not receive payment in lieu of time off for Personal Business Day Leave. - Please note Safety Day Leave may not be carried forward to the next year.

Employees who are eligible to receive a Personal Business Day Leave on January 1<sup>st</sup>, but who are on unpaid leave, shall accrue the Personal Business Day the first day of the Payroll Period following the employee’s return to Full-Time work.

**17.6.1 Personal Business Day Leave Separation Payments**

Should an employee have unused Personal Business Day Leave upon Separation from employment the City will provide payment for unused Personal Business Day Leave if the separating employee has provided and successfully completed an appropriate Notice Period.

Note: See the section of this Employee Manual titled "Separation from City Employment" for more information regarding Notice Period.

### **17.7 Safety Day Leave**

Each year in January, Full-Time employees who have at least one (1) year of continuous, Full-Time service with the City may be eligible for additional paid leave called Safety Day Leave. The Safety Day Leave will be given, or not given, depending on whether the City's total number of lost time injury days and dollar losses for injuries is greater than or less than the prior twelve (12) month period (January 1<sup>st</sup> through December 31<sup>st</sup> of each year).

The City Manager will review the statistical information and determine if the safety performance of the organization for the previous twelve (12) month period qualifies for awarding this benefit. If awarded, the eight (8) hours of Safety Day Leave may be taken by each eligible employee as a day off at a time of his or her choosing, with supervisory approval, prior to December 31<sup>st</sup> of the year in which the leave is granted.

Employees who are eligible to receive Safety Day Leave on January 1st, but who are on unpaid leave, shall accrue the Safety Day the first day of the Payroll Period following the employee's return to Full-Time work.

In addition, at the employee's option, the employee may exchange the Safety Day Leave for eight (8) hours of additional compensation. If the employee chooses this option they should notify his or her ~~department head~~department/division head. Please note Safety Day Leave may not be carried forward to the next year.

#### **17.7.1a. Safety Day Leave Separation Payments**

Should an employee have unused Safety Day Leave upon Separation from employment the City will provide payment for unused Safety Day Leave if the separating employee has provided and successfully completed an appropriate Notice Period.

Note: See the section of this Employee Manual titled "Separation from City Employment" for more information regarding Notice Period.

### **17.8 Wellness Day Leave**

Employees who have reached the predetermined maximum accrual of Sick Leave shall be eligible for Wellness Day Leave if they maintain maximum accrual and do not use any Sick Leave for a period of six (6) consecutive, calendar months.

~~In addition to the above criteria, the employee must also provide documentation that he or she has visited a physician for a wellness check up within one (1) calendar year of the date on which the employee requests being granted Wellness Day Leave.~~

Wellness Day Leave consists of eight (8) hours of time off with compensation. Please note Wellness Day Leave is not eligible for any sort of payout while currently employed. Wellness Day Leave was created to allow the employee to take time off away from the workplace.

#### **17.8.1a. Wellness Day Leave Separation Payments**

Should an employee have unused Wellness Day Leave upon Separation from employment the City will provide payment for all unused Wellness Day Leave.

## **17.9 Military Leave/Uniformed Services Employment and Reemployment Act (USERRA)**

City employees who are inducted into the U.S. Armed Forces or who are National Guard or Reserve members of the U.S. Armed Forces will be granted leaves of absence for military service, training or other obligations in compliance with state and federal laws.

Employees are requested to notify their supervisors as soon as they are aware of their military obligation.

### **17.9.1a. Benefits while on Military Leave**

To continue to receive compensation from the City, these employees may use any type of accrued, paid leave (except Sick Leave) but are not required to do so, it is solely their choice. Employees will continue to accrue Vacation Leave and/or Sick Leave, up to specified maximum limits, while on military leave of absence status

All other benefits will be handled according to Plan Documents. The employee's Health and Dental Insurance shall continue through the last day of the month in which the employee actually worked. After this, the employee and covered dependents can continue group Health Insurance up to twenty-four (24) months at one-hundred-two percent (102%) of the overall (both employer and employee) premium rate.

Note: See the section of this Employee Manual titled "Benefits" for more information regarding COBRA eligibility.

### **17.9.1b. Return from Military Leave**

At the conclusion of the leave, employees generally have the right to return to the same position held prior to the leave or to positions with equivalent seniority, pay and benefits. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service:

1. Employees on military leave for up to thirty (30) days are required to return to work for the first Regularly Scheduled Work Shift after the end of service, allowing reasonable travel time.
2. If the period of service was thirty-one (31) days or more, but less than one-hundred-eighty-one (181) days, the employee must contact the City to make arrangements for their return to active employment status no later than fourteen (14) days following completion of service.
3. For service in the military for over one-hundred-eighty (180) days, the employee must contact the City to make arrangements for their return to active employment status no later than ninety (90) days following completion of service.

Employees are encouraged to contact the Human Resources Division regarding these timelines.

## **17.10 Domestic Violence/Sexual Assault Leave**

An employee is eligible for leave if they are the victim of Domestic Violence or Sexual Assault. Employees shall first use their accrued, paid leave. If an employee does not have accrued, paid leave or uses all accrued, paid leave, the employee will be granted unpaid leave not to exceed a total of eight (8) days in a calendar year.

An employee who is the victim of Domestic Violence or Sexual Assault will be provided leave for any of the following:



1. To obtain or attempt to obtain any relief to help insure the health, safety or welfare of the victim or the victim’s children, including, but not limited to: a temporary restraining order, restraining order or injunctive relief;
2. To seek medical attention for injuries caused by Domestic Violence or Sexual Assault;
3. To obtain services from a Domestic Violence shelter, Domestic Violence program, or Sexual Assault crisis center as the result of Domestic Violence or Sexual Assault; and/or,
4. To appear in court proceedings as a result of Domestic Violence or Sexual Assault.

In order to qualify for leave, the employee needs to give reasonable advance notice to the Human Resources Division unless such notice is not feasible. Within forty-eight (48) hours of returning from leave, the employee is asked to provide the Human Resources Division documentation that supports the need for the leave, which may include, but is not limited to, any of the following:

1. A police report verifying that the employee was the victim of Domestic Violence or Sexual Assault;
2. A court order of protection or other evidence from the court or the prosecuting attorney; or
3. Documentation from a medical professional, Domestic Violence advocate, advocate for victims of Sexual Assault, health care provider or counselor for the employee verifying that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of Domestic Violence or Sexual Assault.

Employees will not accrue Vacation Leave and/or Sick Leave while on unpaid leave for Domestic Violence or Sexual Assault, except an employee may accrue Vacation Leave and/or Sick Leave while on paid leave as set forth in those sections of this Employee Manual.

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**17.11 Funeral Leave**

Up to ~~three (3) working days~~twenty-four (24) hours of leave with pay (not charged to other leave time) shall be granted to regular, Full-Time employees upon request to make arrangements for and attend funeral services of the following:

- Spouse
- Domestic Partner
- ~~Child~~
- Step-Child
- Child of the domestic partner
- Parent
- Step-Parent
- Parent-in-Law
- Grandparent
- Step-Grandparent
- ~~Grandparent-in-Law~~
- Grandchild
- Step-Grandchild
- ~~Granddaughter~~
- ~~Grandson~~
- ~~Brother~~

- ~~Step-Brother~~
- ~~Sister~~
- ~~Step-Sister~~
- Daughter-in-Law
- Son-in-Law
- Brother-in-Law
- Sister-in-Law
- ~~Daughter or son of the employee's spouse or domestic partner~~
- Any relative living in the same household ~~of~~as the employee

Should you need more time off work due to the loss of anyone listed above you may take additional time off by utilizing any type of accrued leave including Sick Leave.

With your supervisor's approval, you may take ~~up to one (1) full daytime off~~ to attend funerals of other relatives and friends. All types of accrued leave, except Sick Leave, may be used for this purpose.

### **17.12 Jury Duty Leave**

It is your civic duty as a citizen to report for Jury Duty whenever called. If you are called for Jury Duty, you need to notify your supervisor within forty-eight (48) hours of receipt of the jury summons.

The City of Arkansas City will pay you eight (8) hours of wages per day for a maximum of three (3) days of service. Should you be required to serve longer than three (3) days you may use accrued, paid leave (except Sick Leave) to make up for lost wages due to Jury Duty.

You must report for work if you are released from Jury Duty before the end of your Regularly Scheduled Work Shift or if you are temporarily released from Jury Duty.

### **17.13 Voting Leave**

The City considers voting to be a civic responsibility. City employees are entitled to a period of two (2) hours off of work in which to vote as specified in this section.

If an employee is scheduled to work for the entire time that the polls are open, the employee is entitled to take two (2) continuous hours off work in order to vote. If the polls are open for a period of two (2) hours during which an employee is not scheduled to work, the employee will not receive any time off and must vote during the time he or she is not scheduled to work.

~~If the polls are open when an employee is not scheduled to work, but for a period of less than two (2) hours, the employee is entitled to a period of time off work equal to the difference between two (2) hours and the amount of time the polls are open while the employee is not scheduled to work so that the employee has a continuous two (2) hour period during which he or she can vote.~~

### **17.14 Family and Medical Leave Act (FMLA)**

The City of Arkansas City complies with the Family and Medical Leave Act (FMLA) and will grant up to twelve (12) weeks of leave during a twelve (12)-month period to eligible employees (or up to twenty-six (26) weeks of military caregiver leave).

The purpose of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If you have any questions, concerns or disputes with this policy, please contact the Human Resources Division.

**17.14.4a. Eligible Employees**

To be eligible for FMLA benefits, an employee must:

1. Work for a covered employer;
2. Have worked for the covered employer for at least twelve (12) months;
3. Have worked at least one-thousand two-hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the leave; and,
4. Work at a location in the United States, or in any territory or possession of the United States, where at least fifty (50) employees are employed within seventy-five (75) miles by the City of Arkansas City.

Employment periods prior to a break in service of seven (7) years or more will not be counted toward the twelve (12) months of service requirement, unless the break is occasioned by the employee's fulfillment of his or her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA)).

An employee who is among the highest paid ten percent (10%) of City employees within seventy-five (75) surface miles can be denied job restoration if keeping the job open for that employee would result in the City suffering substantial and grievous economic injury. However, once the employer has notified the employee that the employer intends to deny job restoration to the employee, the employee will be given the opportunity to return to work.

**17.14.2b. Twelve (12) Week Leave Entitlement**

The City of Arkansas City shall grant an eligible employee up to a total of twelve (12) Work Weeks of unpaid leave during any twelve (12) month calendar-year period for one (1) or more of the following reasons:

1. For the birth and care of a newborn child of the employee;
2. For placement with the employee of a son or daughter for adoption or foster care;
3. To care for the employee's spouse, son, daughter or parent with a serious health condition;
4. Because of a serious health condition that renders the employee unable to perform the functions of the employee's job; and/or,
5. For a qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is on active duty or called to active duty status.

**17.14.3c. Military Caregiver Leave (Twenty-Six (26) Week Leave Entitlement)**

An eligible employee who is a spouse, son, daughter, parent or next of kin of a covered servicemember with a serious injury or illness shall be entitled to a total of twenty-six (26) Work Weeks of unpaid leave during a single twelve (12) month calendar period to care for the servicemember. The "single 12-month period" for leave to care for a covered servicemember with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later.

An eligible employee is limited to a combined total of twenty-six (26) Work Weeks of leave during a single twelve (12) month period for any FMLA-qualifying reason.

**17.14.4d. Intermittent or Reduced Schedule Leave**

When medically necessary for an employee's serious health condition, or the serious health condition of a spouse, child or parent, leave may be taken in separate blocks of time for a single qualifying reason or by way of a reduced weekly or daily work schedule. In such circumstances, the City can require the employee to temporarily transfer to an alternative position which is equivalent in pay and benefits or a Part-Time schedule that better accommodates recurring absences.

Intermittent or reduced leave may be taken only with the City's consent for the care of a newborn child, a newly-adopted child or a child recently placed for foster care. Consent is not required if an employee needs to take leave for his or her own serious health condition in connection with the birth of a child or for the newborn's serious health condition.

When leave is needed for planned medical treatment, employees must make a reasonable effort to schedule treatment so as not to unduly disrupt the City's operations.

**17.14.5e. Spouses' Combined Leave**

Spouses who are both employed by the City of Arkansas City are entitled to a joint total of 12 weeks of leave for the birth of a child, or for placement for adoption or foster care of a child or for the care of a parent with a serious health condition. Leave for birth and care, or placement for adoption or foster care, must conclude within twelve (12) months of the birth or placement. Spouses who are both employed by the City of Arkansas City also are entitled to use a combined total of twenty-six (26) weeks of leave to care for a covered servicemember with a serious injury or illness during the same single twelve (12) month period.

**17.14.6f. Requesting FMLA Leave**

All employees requesting FMLA leave must provide verbal or written notice of the need for leave to the department/division head or the Human Resources Division.

Requests should be made no later than thirty (30) days prior to the anticipated start date of the leave except where the need is unforeseeable or such notice is impracticable. If the leave is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as possible.

When the need for leave is not foreseeable, the employee must provide notice to the City prior to the start of the employee's Regularly Scheduled Work Shift, absent unusual circumstances. Failure to make a timely request for FMLA leave—in other words, to put the City on notice of the need for leave—may mean that all, or part, of the employee's time off may not qualify as FMLA leave or such leave may be delayed.

Once leave is taken, employees shall regularly report their status to the City of Arkansas City.

**17.14.7g. Use and Accrual of Paid and Unpaid Leave While on FMLA Leave**

FMLA leave will run concurrently with the use of all available Paid leave. If the employee has accrued, paid leave, the employee must use all accrued, paid leave first and then take the remainder of the FMLA leave as unpaid leave.

All accrued, paid Sick Leave must be exhausted first before entering into any other type of paid leave, or unpaid leave, while on FMLA leave.

**17.14.8h. Workers' Compensation and Short-Term Disability While on FMLA Leave**

Leave for a Workers' Compensation injury (to the extent that it qualifies) may be designated as FMLA leave and may run concurrently with FMLA leave.

Employees who are receiving any type of short-term disability payments (such as Workers' Compensation Temporary Total Disability) for the same leave that qualifies for FMLA leave with the City shall not use accrued or earned Paid leave while on FMLA leave. In this case, the employee must notify the Human Resources Division of any short-term disability payments.

**17.14.9i. Medical Certifications**

The City of Arkansas City will require Medical Certification, by a health care provider, to support an employee's request for leave due to the employee's own serious health condition, or to care for a seriously ill child, spouse or parent.

Certification of an employee's serious health condition must include, among other things, a statement that the employee is unable to work at all, or is unable to perform at least one (1) of the essential functions of his or her position. For leave to care for a seriously ill child, spouse or parent, the certification must include, among other things, an estimate of the amount of time the employee is needed to provide care.

The City will provide employees with a certification form when certification is required. Employees must return the requested certification to the City within fifteen (15) calendar days after the City's request, absent extenuating circumstances. Employees must provide a complete and sufficient certification. Failure to submit the necessary Medical Certifications may mean that all, or part, of the employee's time off may not qualify as FMLA leave.

**17.14.10i.1. Clarification of Medical Certification**

The City's health care provider or the Human Resources Division may clarify a Medical Certification of a serious health condition with the employee's health care provider. The City of Arkansas City may require a second medical opinion, and subsequent and periodic Recertifications, at its expense. If the employee's and employer's opinions conflict, the City may require the binding opinion of a third health care provider, whose identity the City and employee must approve, and which shall be paid for by the City.

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**17.14.11i.2. Recertification**

The City may request Recertification of the serious health condition of the employee or the employee's family member no more frequently than every thirty (30) days, unless circumstances have changed significantly, the employer receives information casting doubt on the reason given for the absence or the employee seeks an extension of his or her leave. Otherwise, the City may request Recertification of the serious health condition of the employee or the employee's family member every six (6) months in connection with an FMLA absence.

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The City may ask for the same information when obtaining Recertification that was permitted for the original certification. The employee has the same obligations to participate and cooperate in the Recertification process as in the initial certification process, including providing a complete and sufficient certification or adequate authorization to the health care provider. If the employee fails to provide a Recertification within fifteen (15) calendar days after the City's request, absent extenuating circumstances, then the employer may deny continuation of the FMLA leave protections until the employee produces a sufficient Recertification. If the employee never produces the Recertification, it may mean that the employee's time off may not qualify as FMLA leave. The cost of the Recertification is the responsibility of the employee.

**17.14.12i.3. Certifications for Military Family Leave**

The City will require certification to support an employee's request for military family leave arising from the employee's qualifying exigency, or to care for a covered servicemember with a covered serious illness or injury.

The City will provide employees with a certification form when certification is required. Employees must return the requested certification to the City within fifteen (15) calendar days after the City's request, absent extenuating circumstances. Employees must provide a complete and sufficient certification. Failure to submit the necessary Medical Certifications may mean that all, or part, of the employee's time off may not qualify as FMLA leave.

**17.14.13j. Benefits during FMLA Leave**

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Group Health Insurance coverage will continue for employees on FMLA leave as if they were not on leave, and will do so on the same conditions as coverage would have been provided if the employee had been working continuously during the entire leave period. Employees who paid part of the premiums to maintain health coverage before taking leave must, to continue coverage during leave, continue to make those payments, and the payments should be coordinated through the Human Resources Division.

Should the employee fail to return to work, or remain at work upon return for less than thirty (30) days, for reasons other than serious health conditions or retirement, or for reasons beyond the employee's control, the City may recover from the employee the costs of payments made to continue the employee's Health Insurance (the employee's contribution as well as the employer's contribution).

**17.14.14k.. Status of Additional Benefits during FMLA Leave**

If the employee elected and contributes to other benefit plans, the employer will continue making Payroll Deductions while the employee is on paid FMLA leave. While on unpaid FMLA leave, the employee may (to be determined by the benefits provider – Official Plan Document(s)) elect to continue these benefits through personal payment. If approved, the payment must be received by the City by the first (1<sup>st</sup>) day of each month for that month's corresponding coverage. If the payment is more than thirty (30) days late, the employee's additional benefits may be dropped for the duration of the leave.

An employee returning from FMLA leave may be able to reinstate his or her benefits potentially lost during his or her leave. Eligibility may be determined by the employer and the benefits providers (e.g., insurance companies) and Official Plan Document(s).

At times, the employer may elect to maintain other benefit plans, for the employee, while the employee is on unpaid leave FMLA leave by paying the employee's share of the premium payments. If the employer maintains this coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

**17.14.15l. Medical Certification to Return to Work**

Employees returning to work following FMLA leave may be required to provide the Human Resources Division with a release from a health care provider, allowing the employee to return to duty, prior to reporting for duty. Employees who fail to provide the release to return to duty may not be permitted to resume work until that document is provided.

Employees who are absent on an intermittent or reduced leave schedule may be asked to provide a certification of fitness to return to duty for such absences up to once every thirty (30) days (or at any interval not to exceed every thirty (30) days) if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took such leave.

If, while on FMLA leave, an employee obtains physician-imposed restrictions, the employee must report this to the Human Resources Division, prior to returning to work. The employee will be required to provide a physician's statement detailing the employee's restrictions, if any, and may be asked to provide

a fit for duty certification with regard to the particular health condition that caused the employee's need for FMLA leave.

This certification would specifically address the employee's ability to perform the essential functions of the employee's job as identified by the employer. The cost of the certification shall be borne by the employee. The City may delay restoration to employment until an employee submits a required fit for duty certification. An employee who fails to submit the required fit for duty certification is not entitled to reinstatement under the FMLA.

**17.14.16m. Job Restoration Following Return from FMLA Leave**

Upon return from FMLA leave, an employee shall be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits and other terms and conditions of employment. An employee's use of FMLA leave shall not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, except that any bonus, payment or benefit based on the achievement of a specified goal, such as hours worked or perfect attendance, shall be denied on the same terms and conditions that such benefits are denied to employees on other types of non-FMLA leave.

**17.14.17n. Complaint Procedure**

Any employee who believes that he or she has witnessed or experienced any employee interfering with an employee's leave, or retaliating against an employee for inquiring about, requesting or taking leave, shall immediately report the incident to a supervisor, department head or the Human Resources Division.

**17.14.18o. Limitations of Policy Provisions**

The City of Arkansas City is committed to complying with the FMLA laws, regulations and interpreting authority. This policy generally describes critical FMLA provisions and is not intended to provide an exhaustive explanation of the Act. To the extent that anything in this policy is inconsistent with or prohibited by the prevailing FMLA laws bearing on this policy and binding on the City, then the law shall control. Any questions regarding the meaning of this policy, an employee's eligibility or entitlement to leave or an employee's return to work should be directed to the Human Resources Division.

**17.14.19p. Definitions**

The terms used above shall be defined as follow:

- a) **Child** – A child shall include a newborn, a child 18 and under, a child 18 and over unable to care for themselves due to disability, foster children, wards of the state and stepchildren.
- b) **Covered Servicemember** – A covered servicemember includes: (1) current members of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list, for a serious injury or illness and (2) veterans who are undergoing medical treatment, recuperation, or therapy for a serious injury or illness at any time during the period of five (5) years preceding the date on which the veteran undergoes that treatment.
- c) **Inpatient Care** – Inpatient care shall include an overnight stay in a hospital, hospice or residential medical care facility, including any period of incapacity (e.g., inability to work, attend school or perform other regular daily activities) or subsequent treatment in connection with such inpatient care.
- d) **Qualifying Exigencies** – Qualifying exigencies, for purposes of leave to care for a military member, shall include:
  - 1) Issues arising from a covered military member's short notice of deployment (e.g., seven (7) or less days of notice) for a period of seven (7) days from the date of deployment notification;

- 2) Attending military events and related activities, such as official ceremonies, programs or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;
  - 3) Certain childcare and school-related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a nonroutine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility and attending certain meetings at a school or a day care facility;
  - 4) Making or updating financial and legal arrangements to address a covered military member's absence while on active duty or call to active duty status;
  - 5) Attending counseling, for oneself, the covered military member, or the child of the covered military member, whereby the need for which arises from the active duty or call to active duty status of the covered military member;
  - 6) Taking up to five (5) days of leave to spend time with a covered military member on temporary, rest and recuperation leave during deployment;
  - 7) Attending certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events and other official ceremonies or programs sponsored by the military for a period of ninety (90) days following the termination of the covered military member's active duty status; or,
  - 8) Address issues arising from the death of a covered military member while on active duty.
- e) Parent – A parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter. This term does not include parents “in law.”
- f) Serious Health Condition – A serious health condition means an illness, injury or impairment, or physical or mental condition that involves either:
- (1) Inpatient care; or
  - (2) Continuing treatment by a health care provider which includes one (1) of the following:
    - a) A period of incapacity lasting more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:
      - i. Treatment two (2) or more times by, or under the supervision of, a health care provider (e.g., in-person visits, the first within seven (7) days and both within thirty (30) days) of the first day of incapacity); or
      - ii. One (1) treatment by a health care provider (e.g., an in-person visit within seven (7) days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or
    - b) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence;
    - c) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to the health care provider is not necessary for each absence;



- d) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; and/or,
  - e) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days if not treated.
- g) Serious Injury or Illness of a Servicemember – For purposes of military caregiver leave, a serious injury or illness of a servicemember is an injury or illness which originally occurred, or which already existed but was aggravated, in the line of duty while on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating. It also includes an injury or illness which manifested itself either before or after the servicemember became a veteran.

### **17.15 Administrative Leave**

Administrative Leave is a leave of absence from the employee's assigned worksite with pay and benefits intact. Employees may be placed on Administrative Leave primarily for investigations or/and internal reviews to be conducted.

An employee may be placed on Administrative Leave when an allegation of misconduct is made against them. During the leave, the City may investigate the situation before determining an appropriate course of action.

Administrative Leave does not, in itself, imply that an employee will be disciplined or that an allegation is credible, which is why pay and benefits are not discontinued. Administrative Leave simply allows the City to investigate the incident and maintain the employee's status while at the same time removing them from the workplace, eventually leading to either their return or dismissal.

Police officers are routinely placed on Administrative Leave after a shooting incident while an investigation is conducted, without implying fault on the part of the officer.

Whistleblowers may also be placed on Administrative Leave as a way to protect them from potential harassment.

### **17.16 Use of Unpaid Leave**

Occasionally, for medical, personal or other reasons, you may need to be temporarily released from the duties of your job with the City. It is the policy of the City of Arkansas City to allow eligible employees to apply for and be considered for certain specific leaves of absence.

Time off for any reason during a Regularly Scheduled Work Shift will require use of accrued leave. Once you have used all accrued leave any additional time off will be without pay.

All requests for leaves of absence need to be submitted in writing to your supervisor. Each request shall provide sufficient detail such as the reason for the leave, the expected duration of the leave, and the relationship of family members, if applicable.

There are several types of unpaid leave for which you may be eligible.

### **17.17 Personal Leave of Absence without Pay**

A Personal Leave of Absence without Pay may be granted in certain situations to employees who are not eligible for, or have exhausted all forms of available, paid leave. Personal Leave of Absence without Pay status is generally intended for the following situations:

1. Unplanned, extended situations not covered by other leave policies such as, but not limited to, medical leave and extended Funeral Leave;
2. Exhaustion of FMLA Leave entitlement and/or Workers' Compensation Temporary Total Disability without the ability to return to work immediately; and/or,
3. Any justifiable reason at the City's discretion provided the leave does not seriously disrupt the City's operations.

Employees, except those on Workers' Compensation Temporary Total Disability (TTD), will not be granted leave without pay status unless all of their accrued, paid leave has been exhausted.

Those employees on Workers' Compensation Temporary Total Disability who have exhausted their FMLA leave or do not qualify for FMLA leave may be placed on Personal Leave of Absence without Pay although they may receive TTD and may still have accrued leave time available.

Personal Leave of Absence without Pay may be allowed, at the sole discretion of the City Manager, for no more than six (6) months.

***This policy shall in no way subrogate or hinder the employee's eligibility for leave covered under the Family and Medical Leave Act or a reasonable accommodation according to the Americans with Disabilities Act or the ADA Amendments Act.***

#### **17.17.1 Benefits**

Health, life or any other insurance shall be discontinued while on Personal Leave of Absence without Pay; unless, approved under the guidance of insurance policy restrictions. The employee pays the entire portion of any premium for health, dental, life or other group insurance policy. Employees may be eligible for COBRA continuation in this situation.

Any benefits under the KPERS and KP&F plans will be subject to the rules set forth by the public employees' retirement system.

No paid leave shall accrue, nor will other leaves of absence be available to an employee, while on Personal Leave of Absence without Pay.

#### **17.17.2 Return to Work**

The City cannot guarantee reinstatement to employees desiring to return from Personal Leave of Absence without Pay (unless such reinstatement is required by the USERRA or another federal or state law).

Employees returning to work following Leave of Absence without Pay are required to provide the Human Resources Division with any physician-imposed restrictions prior to returning to work and may be asked to complete applicable forms.

#### **17.17.3 Inability to Return to Work**

If the employee does not return to work by the specified return date, the City will assume the employee to have resigned and Separation processes shall be completed.

**17.17.4 Exhausting Leave of Absence without Pay**

Once an employee has exhausted all accrued leave and Personal Leave of Absence without Pay without eligibility for any other type of leave, the employee will be deemed to have exhausted all available leave options and the City shall separate the employee's employment.

If the employee leaves employment in good standing the employee may be considered for employment by application at any time in the future.

~~Administrative Leave is a leave of absence from the employee's assigned worksite with pay and benefits intact. Employees may be placed on Administrative Leave primarily for investigations or/and internal reviews to be conducted.~~

~~An employee may be placed on Administrative Leave when an allegation of misconduct is made against them. During the leave, the City may investigate the situation before determining an appropriate course of action.~~

~~Administrative Leave does not, in itself, imply that an employee will be disciplined or that an allegation is credible, which is why pay and benefits are not discontinued. Administrative Leave simply allows the City to investigate the incident and maintain the employee's status while at the same time removing them from the workplace, eventually leading to either their return or dismissal.~~

~~Police officers are routinely placed on Administrative Leave after a shooting incident while an investigation is conducted, without implying fault on the part of the officer.~~

~~Whistleblowers may also be placed on Administrative Leave as a way to protect them from potential harassment.~~

## Chapter 18

### Illness, Injury and Fitness for Duty

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Date Effective: 1/1/22

It is ~~the responsibility very important that~~ of each employee ~~to maintain~~ that level of physical or mental fitness required for performing his or her job. We understand that illness and/or injury may happen on or off duty and want to encourage you to always immediately report work related illnesses/injuries to your supervisor and/or department/division head; and, also understand that it is important to notify your supervisor and/or department/division head in cases of off duty illnesses or injury that may affect your ability to perform the functions of your job safely (for yourself and others).

#### 18.1 Off Duty Illness or Injury

If an employee becomes ill or is injured off the job and obtains physician imposed restrictions and/or medications which impair the employee's ability to perform the job safely the employee should report this to the department/division head prior to returning to work.

The employee shall be required to provide a physician's statement detailing the employee's restrictions, if any, and may be asked to complete applicable forms. Together, the department/division head and the Human Resources Division will determine if the employee shall be allowed to return to work.

If reasonable, meaningful work which will not require the employee to violate his or her restrictions can be found, the employee may be allowed to return to a modified duty. In such cases, the employee and the department/division head will confirm the duties or responsibilities of the modified duty assignment fully comply with the stipulations of the physician's conditional release to return to work instructions.

If it is determined that no reasonable or meaningful work can be found, that will not require the employee to violate his or her restrictions, the employee will not be allowed to return to duty until such time reasonable, meaningful work that will not require the employee to violate his or her restrictions can be found, or until the employee provides the City with a release to return to regular duty.

If a modified duty assignment expires before the employee can return to his or her regular job, and it is determined that the employee is unable to safely perform the essential functions of his or her regular job, and no reasonable accommodation(s) exist that would allow the employee to do so, the employee may be administratively transferred to a position which would allow them to perform the essential functions of said position, with or without reasonable accommodation(s).

If this option is not available, the employee should consult the Human Resources Division for guidance on leave options.

If, after the employee has exhausted all available leave (paid and/or unpaid leave) and the employee still cannot return to his or her regular job, and no reasonable accommodation(s) exist that would allow the employee to do so, termination of employment may ensue.

If the physician releases the employee to return to full duty at any time during a modified duty assignment, it is the employee's responsibility to inform the department/division head immediately.

## 18.2 Fit-for-Duty Assessment Exams

At times of illness or injury, whether currently working or just returning to work following an illness or injury, it may be necessary for the employer to assess whether the employee can return and perform the functions of the position safely.

A Fit-for-Duty Exam assists the employer in determining if the employee is physically and/or psychologically able to safely perform their job. Fit-for-duty exams can be performed for employees who are currently working or employees who are returning to work after illness or injury.

Any employee may be required to submit to a Fit-for-Duty Assessment Exam, possibly including a Physical Capacity Profile (PCP) test, in a variety of situations. The cost of such examination may be paid by the City. ~~The cost of any special testing or examination(s) shall be the responsibility of the employee.~~

~~Following an injury or illness, any employee who may be impaired and/or unable to effectively and safely perform the essential functions of the position may be subject to a Fit for Duty Assessment.~~

Employees may be required to undergo a ~~Fit for Duty Assessment~~ Fit-for-Duty Exam under the following conditions:

- When actual problems exist or are reported ~~with~~ regarding the employee's performance of any essential function of the position;
- When there exists legitimate concerns about whether the individual, or his or her performance, poses a direct threat to the safety and health of themselves or others;
- To determine the necessity for or existence of a reasonable accommodation; and/or,
- When medical evaluation, screening and monitoring is required by federal, state or local law.

Elements of a Fit for Duty Assessment may include any of the following:

1. Any assessment, testing (including a Physical Capacity Profile (PCP) test) or exam that provides information on the employee's ability to perform the essential functions of the position; and/or,
2. A medical examination performed by a ~~non Authorized~~ authorized ~~Physician~~ Physician chosen and agreed upon by the employee and the employer.

***This policy shall in no way disregard or negate the rights of any employee with a disability covered under the Americans with Disabilities Act or the ADA Amendments Act.***

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## Chapter 19

### Drug and Alcohol Free Workplace

Date Effective: 1/1/22

The City of Arkansas City is a Drug-Free-Workplace. The City will uphold a good faith effort to maintain a Drug-Free-Workplace by:

1. Publishing and providing this policy to all employees, informing them that the unlawful manufacture, distribution, dispensation, possession and/or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees who violate this policy;
2. Establishing a drug awareness program to make employees aware of:
  - a. The dangers of drug abuse in the workplace;
  - b. The City's policy of maintaining a Drug-Free-Workplace;
  - c. Available drug counseling, rehabilitation and employee assistance programs (EAP); and,
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Notifying employees that they must:
  - a. Abide by the terms of the policy statement; and,
  - b. Notify the employer, within five (5) calendar days, if they are convicted of a criminal drug violation.
4. Notifying employees about the drug testing requirements involved in Department of Transportation (DOT) regulated positions;
5. Notifying employees about applicable City policies regarding drug testing; and,
6. Imposing a penalty on or requiring satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug violation.

As a condition of employment, employees are required to abide by the terms of this policy. This substance abuse policy primarily governs actions in the areas of alcohol and drugs.

Violations of the City's Drug-Free-Workplace policy will likely result in immediate discipline, up to and including termination.

#### 19.1 Drug and Alcohol Policy Definitions

For purposes of the City's Drug and Alcohol Free Workplace policy, the following terms are defined:

- a) Illegal Drugs - Illegal Drugs are drugs or controlled substances that are:

  - (1) Not legally obtainable; or
  - (2) Illegally obtainable, but not obtained or used in a lawful or prescribed manner.

The term "Illegal Drugs" also includes mind-altering and/or addictive substances that are not sold as drugs or medicines, but are used for a mind-altering or behavior-altering effect (e.g., glue, peyote).

- b) Legal Drugs - Legal Drugs are those prescribed or over-the-counter drugs that are legally obtained by the employee, and used for the purpose for which they were prescribed and sold.

- c) City Property - The term "City Property" includes work sites; parking lots; vehicles; offices owned, rented, utilized or serviced by the City; employee-owned or employee-rented vehicles on the property of the City or of any customer of the City while on City business; and locations where the employee represents the City in any capacity.
- d) On Duty - The term "On Duty" includes all working hours, as well as meal periods and break periods, regardless of whether on premises, and all hours when the employee represents the City in any capacity.
- e) EAP - Employee Assistance Program.

### **19.2 Drug Use Prohibitions**

The use, sale, purchase, possession, manufacture, distribution or dispensing of Illegal Drugs on City property or while on duty is against City policy. It also is against City policy for any employee to report to work or to work with the presence of Illegal Drugs in the employee's body. The consumption, possession or the state of being under the influence of Illegal Drugs on City property or while on duty is also a violation of City policy. All of the above actions are strictly prohibited by the employer.

The use of Legal Drugs also can affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any Legal Drug that might impair safety, performance or any motor function must advise his or her supervisor before reporting to work under the influence of such medication. Improper use of Legal Drugs also is strictly prohibited.

*In Call-Out situations, employees should not report for duty if their performance could/would be impaired by the use of Illegal and/or Legal Drugs and should so indicate to the supervisor requesting that the employee return to duty. If an employee returns for Call-Out and, in the opinion of the supervisor, his or her performance and the safety of others is impaired by the use of Illegal and/or Legal Drugs, the supervisor shall have the employee discontinue duties and tested for the presence of drugs (Illegal and/or Legal) in his or her system. A supervisor or his or her designee shall escort the employee to the testing facility and then home. Employees shall not be allowed to drive themselves to the testing facility or home from the workplace.*

In addition, refusal to submit to, efforts to tamper with or failure to pass a drug test will result in disciplinary action, up to and including termination.

### **19.3 Alcohol Use Prohibitions**

The consumption, possession or the state of being under the influence of alcohol on City property or while on duty is a violation of City policy. These actions are strictly prohibited by the employer.

*In Call-Out situations, employees should not report for duty if their performance could/would be impaired by the use of alcohol and should so indicate to the supervisor requesting that the employee return to duty. If an employee returns for Call-Out and, in the opinion of the supervisor, his or her performance and the safety of others is impaired by the use of alcohol, the supervisor shall have the employee discontinue duties and tested for the presence of alcohol in his or her system. A supervisor or his or her designee shall escort the employee to the testing facility and then home. Employees shall not be allowed to drive themselves to the testing facility or home from the workplace.*

An alcohol test result of .02 or higher will be considered positive. For Department of Transportation (DOT) regulated positions, a .04 or above requires referral to a Substance Abuse Professional (SAP).

Employees should refer to the City's FMCSA/DOT Drug and Alcohol Testing Policy/Program if they must possess a Commercial Driver's License (CDL) to perform the functions of their job with the City.

In addition, refusal to submit to, efforts to tamper with or failure to pass an alcohol test will result in disciplinary action, up to and including termination.

#### **19.4 Post-Accident Drug and Alcohol Testing**

The following events may trigger post-accident drug and alcohol testing:

1. Any type of accident;
2. A fatality;
3. An automobile accident;
4. An injury to any employee that requires medical treatment;
5. A serious injury to any other individual when a City employee is involved; and/or,
6. Damage in excess of five-hundred dollars (\$500.00) to vehicles and/or other property.

#### **19.5 Reasonable Suspicion Drug and Alcohol Testing**

Employees of the City may be required to submit to testing for being under the influence of drugs or alcohol when their behavior and/or job performance indicates their ability to perform the duties of their position is being impaired by the use of a controlled substance, Illegal or Legal Drug(s), or where information is provided by a reputable source that indicates abuse of drugs and/or alcohol. In these cases, the employee may be required to undergo immediate testing for drugs and/or alcohol in his or her system.

#### **19.6 Drug Testing for Safety Sensitive Positions**

The City may conduct pre-employment testing on designated Safety Sensitive positions at the time of hire, Transfer or Promotion, as well as random testing of designated Safety Sensitive positions.

Random testing of Safety Sensitive employees will be conducted in a manner consistent with the requirements of state and federal law, where applicable. Safety Sensitive positions include, but are not limited to truck drivers, police officers, firefighters and employees in charge of potentially dangerous equipment.

#### **19.7 Drug and Alcohol Testing for Employees Holding a Commercial Driver's License (CDL)**

Employees holding a Commercial Driver's License (CDL), who utilize the license in the performance of their job, must comply with random drug and alcohol testing as required by federal law.

#### **19.8 Return to Duty Drug and Alcohol Testing**

Any employee who violates this policy and is not terminated must meet all of the following conditions before returning to work:



1. Be referred to the City's Employee Assistance Program (EAP) and have been evaluated by a Substance Abuse Professional (SAP);
2. Complete the recommended evaluation/rehabilitation program successfully; and,
3. Receive a verified negative test result on a Return to Duty test.

### **19.9 Drug and/or Alcohol Testing Results**

Results of an applicant's or employee's test for the use of Illegal Drugs or alcohol shall be submitted to the Human Resources Division.

### **19.10 Arrest or Conviction for Drug-Related Crime**

If an employee is arrested or convicted of a drug-related crime, the City may investigate the circumstances and City officials may require a drug test.

As a condition of employment, an employee shall notify his or her department/division head of any criminal drug statute conviction or for any plea of guilty, no contest or suspended imposition of sentence that has been entered on a criminal drug statute charge. The employee must give notice in writing to the City within five (5) days of such conviction, plea or imposition.

### **19.11 Arrest or Conviction for Alcohol-Related Crime**

If an employee is arrested or convicted of an alcohol-related crime, the City may investigate the circumstances and City officials may require an alcohol test.

As a condition of employment, an employee shall notify his or her department/division head of any criminal alcohol statute conviction or for any plea of guilty, no contest or suspended imposition of sentence that has been entered on a criminal alcohol statute charge. The employee must give notice in writing to the City within five (5) days of such conviction, plea or imposition.

### **19.12 Duty to Report**

Every employee has a duty to report known or suspected violations of the City's drug and alcohol policies. Known or suspected violations should be reported to the supervisor, department/division head or the Human Resources Division.

### **19.13 Disciplinary Action**

Any violation of the City's Drug and Alcohol Free Workplace policy, including a verified positive drug or confirmed alcohol test, will result in disciplinary action up to and including termination.

### **19.14 Voluntary Assistance**

Employees who think they have a problem with drug and/or alcohol abuse may voluntarily request assistance from the City by contacting the Human Resources Division. The City will attempt to assist the employee by referral to an Employee Assistance Program (EAP).

The expense of treatment will be paid by the employee's insurance or the employee. Conscientious efforts to seek such help will not jeopardize the employee's job and will not, if requested by the employee, be noted in the employee's personnel file. However, the employee's continued employment with the City will depend upon successful rehabilitation from drug and/or alcohol abuse and continued satisfactory performance on the job.

### **19.15 Cannabidiol (CBD)**

Cannabidiol (CBD) is a chemical in the Cannabis sativa plant, also known as marijuana or hemp. Recently, CBD products have come to our attention as an employer. These over-the-counter products are often used to relieve pain and alleviate stress and anxiety. The products come in a variety of forms and can be ingested, smoked or used topically. CBD products are derivatives of the cannabis plant.

Although CBD products do not produce a high, such as other forms of cannabis, the chemical THC (Tetrahydrocannabinol) is still found in CBD products. Drug testing methods cannot differentiate between the THC in CBD products and other cannabis products. The presence of THC in the CBD products will most likely cause a positive drug test result.

It's critical for you to be aware that should you test positive for THC you will be in violation of the City's Drug and Alcohol Free Workplace policy regardless of the source; so, it is very important to be aware of what you ingest, smoke or apply topically.

We value all employees and want to make sure you understand the potential consequences of the use of any type of drug(s) including CBD products.

## **Chapter 20**

### **Motor Vehicle Operation**

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Date Effective: 1/1/22

#### **20.1 City Owned Vehicles**

City Owned Vehicles are to be used for official City business only. ~~No one except City employees and other specifically authorized persons may ride in City owned vehicles.~~ The driver of a City vehicle is responsible for the vehicle while it is in his or her charge and must not permit unauthorized persons to drive the City Owned Vehicle.

Employees who operate any vehicle or equipment on City business must have a valid, current driver’s license of the type required by state statute for the operation of such vehicle or equipment. In addition, employees operating any vehicle on City business must be covered by the City’s vehicle insurance policy (not be excluded due to his or her driving record).

Drivers of City vehicles are to report all infractions or violations while driving a City vehicle to their supervisor and ~~department head~~department/division head immediately.

The driver is responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

#### **20.2 Use of Private Vehicles**

Use of private vehicles for City business must be authorized by the appropriate ~~department head~~department/division head. The City will reimburse for the use of a private vehicle on City business, outside the city limits, at the most current rate established by Internal Revenue Service (IRS) for business mileage reimbursement.

#### **20.3 Driver’s License and Driving Record**

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver’s license and acceptable driving record. It is the employee’s responsibility to provide a copy of his or her current driver’s license to the employer. The City may run a motor vehicle record check to determine an employee’s driving record at any time.

##### **20.3.1a. Failure to Maintain a Valid Driver’s License**

An employee whose Job Description requires the possession and maintenance of a valid, driver’s license and/or any required special driving certification in order to perform the essential functions of the job, and who subsequently has his or her license revoked, rescinded, suspended or the renewal denied, may be terminated from employment for failure to maintain the necessary qualification(s) required for the position.

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#### **20.4 Moving Violations, Accidents and Hazardous Drivers**

Any changes in an employee's driving record, including but not limited to, driving infractions must be reported to the supervisor and ~~department head~~department/division head immediately.

The City Manager shall have the authority to remove driving privileges from employees who have a poor driving history, hazardous pattern of motor vehicle violations or accidents or disregard for motor vehicle laws.

#### **20.5 Fitness to Drive**

The City reserves the right to require any employee who operates a vehicle on City business to be examined by a qualified physician, selected and paid for by the City, if there is reason to be concerned that the employee's health may be impairing his or her ability to safely operate a vehicle.

Any employee who is taking prescription medications that may impair his or her ability to safely operate a motor vehicle must report this to their ~~department head~~department/division head. The ~~department head~~department/division head may ask for a doctor's note to determine fitness to operate a motor vehicle.

No person shall operate a motor vehicle while under the influence of alcohol or any other substance that can impair judgment.

#### **20.6 Seatbelt Use**

Drivers and passengers of City Owned Vehicles, or personal vehicles being used for work purposes are required to have seatbelts on and fastened whenever the vehicle is in motion.

#### **20.7 Motor Vehicle Accidents**

If an employee is involved in an accident that results in personal injury or property damage while operating a City-owned vehicle or a privately owned vehicle on City business, the following steps should be taken:

- 1) **Call 911 in the case of injuries;**
- 2) **Notify the Arkansas City Police Department immediately (all public and private property accidents);**
- 3) Ask that all parties, property and concerned persons remain at the scene of the accident until police officers investigate;
- 4) Report the accident, no matter how small, to the supervisor and ~~department head~~department/division head immediately; and,
- 5) Do not discuss the accident with anyone at the scene of the accident except the investigating officer.

Involvement in a motor vehicle accident may trigger drug and/or alcohol testing.

## **20.8 Commercial Driver's License (CDL)**

### **20.8.1a. CDL Required for Operation of Certain Heavy Equipment**

According to federal and state law, some equipment requires an operating license other than a Class "C" Driver's License. If an employee is hired without the appropriate licensing for the position, he or she must obtain the appropriate licensing as soon as possible following his or her date of hire or as soon as the ~~department head~~department/division head is able to accommodate the appropriate testing. Failure to obtain and maintain necessary licensing may lead to disciplinary action, up to and including termination of employment.

City employees required to have a Commercial Driver's License (CDL) must report all convictions for violations of motor vehicle traffic laws and ordinances, other than parking violations, to the ~~department head~~department/division head immediately.

### **20.8.2b. Cost of CDL Licensing**

~~When attempting the two (2) required CDL licensing tests ((1) written and (2) walk-around/driving) t~~The City will reimburse ~~the employee for the cost of (1) the first attempt (pass or fail) and (2) the final successful attempt at testing. the cost of CDL licensing and CDL license renewal to a~~All employees whose Job Description requires a Commercial Driver's License will be reimbursed for their renewed driver's license as long as CDL licensing is a requirement of their current position.

### **20.8.c.3 Department of Transportation (DOT) and Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Testing Program**

The Department of Transportation (DOT) and the Federal Motor Carriers Safety Administration (FMCSA) require the City to establish a drug and alcohol testing program designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles.

All City employees who are required to perform their duties for the City through the use of Commercial Driver's Licenses (CDL) are required to submit to random testing for the use of drugs and/or alcohol while on duty. In addition, the driver of any piece of equipment requiring a CDL that is involved in any accident may be tested for drugs and/or alcohol.

An in-depth DOT/FMCSA Drug and Alcohol Testing Policy for CDL holders, separate from this policy, will be provided to all City employees who are required to perform their duties for the City through the use of a Commercial Driver's License (CDL).

Please note that these particular employees are subject to the DOT/FMCSA Drug and Alcohol Testing Policy in addition to the City's Drug and Alcohol Free Workplace policy.

## **Chapter 21**

### **Workplace Violence**

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Date Effective: 1/1/22

Acts or threats of physical violence—including intimidation, harassment, coercion or any other conduct involving threatening or violent behavior—that involve or affect the City, or which occur on any City premises, will not be tolerated.

Acts, threats or any conduct involving violence include conduct that is sufficiently severe, offensive or intimidating to alter the employment conditions at the City or to create a hostile, abusive or intimidating work environment for one (1) or more employee(s).

The City prohibits threats and acts of violence against all persons involved in the City's operation, including, but not limited to, employees, contractors, temporary workers, customers/citizens and anyone else on any/all City property.

#### **21.1 Concerns of Violence**

All concerns of workplace violence must be reported immediately to a supervisor and ~~department head~~department/division head unless the alleged violator involves anyone superior in the employee's Chain of Command. In such cases, the employee may report their concerns to the Human Resources Division or the City Manager.

#### **21.2 Incidents of Violence**

All incidents of workplace violence that present a potential threat to citizens, customers or employees must be reported immediately to a law enforcement agency by calling 911 and reporting to a supervisor and the ~~department head~~department/division head unless the alleged violator involves anyone superior in the employee's Chain of Command. In such cases, the employee may report it to the Human Resources Division or the City Manager.

#### **21.3 Weapons in the Workplace**

##### **21.3.1a Concealed Carry Handguns**

Employees of the City of Arkansas City have a right to carry a concealed handgun. Except for Police Officers and Fire Investigators, the carrying of a concealed handgun is not within the course and scope of the employee's employment with the City.

Employees that carry a concealed handgun are subject to the following:

1. Any injury while working that is caused by the employee choosing to carry a concealed handgun will not be considered for Workers' Compensation coverage and/or benefits;
2. Any liability associated with the employee's decision to conceal carry will not be defended by the City and will be of a personal nature—except for Police Officers and Fire Investigators—the carrying of a concealed handgun is not part of the employee's duties;

3. Employees are prohibited from leaving a handgun in plain view or unattended; instead, the employee shall have control of the concealed handgun at all times;
4. Employees should abide by all laws related to conceal carry, such as not entering any building, private or public, prohibiting conceal carry;
5. Firearms may not be stored in a City-owned vehicle; and,
6. The election of an employee to conceal carry may not interfere with the employee's ability to perform any duties and may not obstruct any required safety equipment.

**21.3.2b. All Other Weapons**

Weapons (excluding concealed carry handguns) include any device that is designed to or traditionally used to inflict harm or any device that could be reasonably construed as a weapon. This includes, but is not limited to, open carry firearms, bludgeons, slingshots, explosives, knives in excess of four (4) inches long and any chemical whose purpose is to cause harm to another person.

Employees, except Police Officers (who may use/possess OC spray, Tasers and knives), may not at any time, while performing any job duties or while representing the City of Arkansas City, possess or use any weapons—excluding concealed carry handguns—except as specifically authorized by the City Manager.

Employees who violate this policy will be subject to disciplinary action up to and including termination.

## **Chapter 22**

### **Safety**

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Date Effective: 1/1/22

#### **22.1 Safety Culture**

The City takes the health and safety of its employees very seriously. It is the goal of the City to provide a safe workplace, safe equipment, adequate training and to establish and insist upon safe methods and work practices at all times.

All employees are expected to follow all safety rules and perform their duties in a safe and responsible manner. Employees should exercise good judgment and take appropriate precautions in the performance of their work. Employees are responsible for complying with prescribed safety directives.

#### **22.2 Reporting Safety Issues**

It is the responsibility of each employee to accept and follow established safety regulations and procedures. Please follow all of these rules:

- Report all safety concerns to a supervisor immediately;
- Report anything that needs repairing or replacing to a supervisor immediately;
- If you are ever in doubt about how to safely perform a job, or feel a task may be dangerous; please contact a supervisor before attempting to perform any aspects of the job or task; and,
- Immediately report all accidents to a supervisor.

#### **22.3 Reporting Injuries**

Immediately report all injuries, no matter how slight, to a supervisor.

#### **22.4 Safety Suggestions**

We strongly encourage employee participation and input on health and safety matters. You may report potential hazards and make suggestions about safety without fear of retaliation. We appreciate, encourage and expect this type of involvement.

#### **22.5 Fire Prevention**

Know the location of the fire extinguisher(s) in your area and make sure they are kept clear at all times. Notify your supervisor if an extinguisher is used or if the seal is broken. Keep in mind that extinguishers that are rated ABC can be used for paper, wood or electrical fires. Make sure all flammable liquids, such as alcohol, are stored in approved and appropriately labeled safety cans and are not exposed to any potential ignition source.

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**22.5.4a. Fire Extinguishers**

Know where fire extinguishers are and how to use them.

**22.5.2b. In Case of Fire**

If you are aware of a fire, you should:

- 1) Dial 911 or the local Fire/EMS Department;
- 2) Evacuate all employees from the area;
- 3) If possible, immediately contact your supervisor;
- 4) If the fire is small and contained, locate the nearest fire extinguisher. (This should only be attempted by employees who are knowledgeable in the correct use of fire extinguishers.); and,
- 5) If the fire is out of control, leave the area immediately. No attempt should be made to fight the fire.

**22.5.3c. Emergency Evacuation**

When the Fire/EMS Department arrives direct the crew to the fire. Do not re-enter the building until directed to do so by the Fire/EMS Department.

If you are advised to evacuate the building, you should:

- 1) Stop all work immediately;
- 2) Contact outside emergency response agencies, if needed;
- 3) Shut off all electrical equipment and machines, if possible;
- 4) Walk to the nearest exit including emergency exit doors;
- 5) Exit quickly but do not run. Do not stop for personal belongings;
- 6) Proceed, in an orderly fashion, to a parking lot near the building; and,
- 7) Be present and accounted for during roll call.

**22.6 Security**

Maintaining the security City buildings is every employee's responsibility. Develop habits that ensure security as a matter of course.

For example:

- Always keep cash properly secured. If you are aware that cash is insecurely stored immediately inform the person responsible;
- Know the location of all alarms and fire extinguishers and familiarize yourself with the proper procedure for using them should the need arise; and,
- When you leave City premises make sure all entrances are properly locked and secured.

## Chapter 23

### Standards of Conduct

Date Effective: 1/1/22

#### 23.1 Overall Standards of Conduct

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively and harmoniously. By accepting employment with us, you have a responsibility to the City of Arkansas City, and to your fellow employees, to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, our organization will be a better place to work for everyone.

#### 23.2 Unacceptable Activities

Generally speaking, we expect each person to act in a mature and responsible way at all times. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed below, please see your supervisor for an explanation.

Note that the following list of Unacceptable Activities does not include all types of conduct that can result in disciplinary action, up to and including termination.

Nothing in this list alters the At-Will nature of your employment; either you or the City of Arkansas City may terminate the employment relationship with or without reason, and in the absence of any violation of these rules:

- 1) Violation of any City rule; any action that is detrimental to the City of Arkansas City's efforts to operate effectively.
- 2) Violation of security or safety rules or failure to observe safety rules or the City of Arkansas City's safety practices.
- 3) Negligence or any careless action which endangers the life or safety of another person.
- 4) Being intoxicated or under the influence of a controlled substance while at work; use, possession or sale of a controlled substance in any quantity while on or off City premises while at work, except medications prescribed by a physician which do not impair work performance.
- 5) Unauthorized possession of dangerous or illegal firearms, weapons or explosives on or off City property while on duty.
- 6) Engaging in criminal conduct or acts of violence or making threats of violence toward anyone on or off City premises while on duty or when representing the City of Arkansas City; fighting, or provoking a fight on or off City property while on duty or negligent damage of property.
- 7) Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work; refusal to help out on a special assignment.
- 8) Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose.

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- 9) Engaging in any act of sabotage; negligently causing the destruction or damage of City property, or the property of fellow employees, customers, suppliers or visitors in any manner.
- 10) Theft or unauthorized possession of City property or the property of fellow employees; unauthorized possession or removal of any City property, including documents, from the premises without prior permission from management; unauthorized use of City equipment or property for personal reasons; using City equipment for profit.
- 11) Dishonesty; falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by the City; alteration of City records or other City documents.
- 12) Giving confidential or proprietary City or customer/citizen information to others; breach of confidentiality of personnel information.
- 13) Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same.
- 14) Immoral conduct or indecency on or off City property.
- 15) Conducting a lottery or gambling on or off City premises while on duty.
- 16) Unsatisfactory or careless work; failure to meet production or quality standards as explained to you by your supervisor.
- 17) Any act of Harassment, sexual, racial or any other; telling sexist or racist jokes; making racial or ethnic slurs.
- 18) Leaving work before the end of a Regularly Scheduled Work Shift or not being ready to work at the start of a Regularly Scheduled Work Shift without approval of your supervisor; stopping work before time specified for such purposes.
- 19) Sleeping or loitering during working hours.
- 20) Excessive use of City telephone for personal calls.
- 21) Smoking in restricted areas or at non-designated times.
- 22) Creating or contributing to unsanitary conditions.
- 23) Posting, removing or altering notices on any bulletin board on City property without the permission of the City Manager.
- 24) Failure to report an absence or late arrival; excessive absence or lateness.
- 25) Obscene or abusive language toward any supervisor, employee or customer/citizen; indifference or rudeness towards a customer/citizen or fellow employee; any disorderly/antagonistic conduct on or off City premises.
- 26) Failure to immediately report damage to, or an accident involving, City equipment.
- 27) Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours or at a time or place that interferes with the work of another employee on City premises.
- 28) Failure to use your timesheet; alteration of your own timesheet or records or attendance documents; punching or altering another employee's timesheet or records or causing someone to alter your timesheet.

### **23.3 Corrective Action Tools**

The City's Corrective Action Tools policy and procedures are designed to provide clear corrective action guidelines to improve and prevent a recurrence of undesirable employee behavior and performance issues.

Outlined below are the steps of the City's Corrective Action policy and procedures.

The City of Arkansas City reserves the right to combine or skip particular Corrective Action Tools depending on the facts of each situation and the nature of the issue. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling or training; the employee's work record; and the impact the conduct and performance issues have on the organization.

- 1) **Verbal Warning:** A Verbal Warning is a Corrective Action Tool designed to provide an opportunity for an employee to be made aware of undesirable incidents, poor performance, conduct and/or attendance issue(s) and requires him or her to make the necessary improvement(s).
- 2) **Written Warning:** A Written Warning is a Corrective Action Tool that is designed to bring serious focus on undesirable incidents, poor performance, conduct and/or attendance as well as any prior relevant corrective action(s) taken.
- 3) **Performance Improvement Plan:** A Performance Improvement Plan is a written notification to an employee that he or she is required to fulfill a set of conditions, or improve performance, conduct and/or attendance or any other aspect of their behavior within a specified length of time.
- 4) **Suspension with Pay:** Suspension with Pay is the removal of an employee from service with pay for a specified length of time. This Corrective Action Tool may be used while conducting an investigation of policy violation or other serious matter in addition to other situations.
- 5) **Suspension without Pay:** Suspension without Pay is the removal of an employee from service without pay for a specified length of time. This Corrective Action Tool may be used for serious problems with an employee's performance, conduct and/or attendance.
- 6) **Salary Reduction:** A Salary Reduction is the lowering of an employee's rate of compensation due to performance problems and/or policy violations among other issues.
- 7) **Demotion:** A Demotion is the placement of an employee into a position of a lower pay range due to performance problems and/or policy violations among other issues.
- 8) **Termination:** Termination is the removal of an employee from the City's employment.

**Please note: The City shall not be required to start at any particular point in the above listed Corrective Action Tools listing. The frequency, nature and severity of the situation shall determine if a more severe step of discipline, including termination, is appropriate.**

## Chapter 24 Technology

Date Effective: 1/1/22

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### 24.1 Computers, Electronic Mail or Voicemail Usage

The City of Arkansas City makes every effort to provide the best available technology to employees performing services for the City of Arkansas City. In this regard, the City has installed, at substantial expense, equipment such as computers, electronic mail and voicemail. This policy is to advise those who use City business equipment on the subject of access to, and disclosure of, computer-stored information, voicemail messages and electronic mail messages created, sent or received by City employees with use of City equipment.

City property, including computers, electronic mail and voicemail should only be used for conducting City business. Incidental and occasional personal use of City computers and our voicemail and electronic mail systems is permitted, but information and messages stored in these systems will be treated no differently from other business related information and messages.

Personal use of city electronic property is at the discretion of the department/division head. The department/division head will determine what types of use will be acceptable in the particular department/division. Please ask your department/division head before downloading any programs, entering chat rooms or participating in online gaming. Note this list is not all-inclusive as technology continually evolves. Please check with your department/division head if you have any questions or concerns.

The use of the electronic mail system may not be used to solicit for commercial ventures, religious or political causes, outside organizations or other non-job related solicitations. Furthermore, the electronic mail system is not to be used to create any offensive or disruptive messages. Among those which are considered offensive, are any messages which contain sexual implications, racial slurs, gender-specific comments, or any other comments that offensively address someone's race, religion, color, sex, disability, national origin, ancestry, pregnancy, age (40+), military status, veteran status, genetic information or any other characteristics protected by applicable federal, state or local laws.

In addition, the electronic mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information or similar materials without prior authorization.

Although the City of Arkansas City provides certain codes to restrict access to computers, voicemail and electronic mail to protect these systems against external parties or entities obtaining unauthorized access, employees should understand that these systems are intended for business use, and all computer information, voicemail and electronic mail messages are to be considered City records.

#### 24.1.1 Employer's Right to Inspect Electronic Information/Communications

The City of Arkansas City also needs to be able to respond to proper requests resulting from legal proceedings that call for electronically stored evidence. Therefore, the City of Arkansas City must, and does, maintain the right and the ability to enter into any of these systems and to inspect and review any and all data recorded in those systems.

Because the City reserves the right to obtain access to all voicemail and electronic mail messages left on or transmitted over these systems, employees should not assume that such messages are private and confidential or that the City's designated representatives will not have a need to access and review this information.

Individuals using City business equipment should also have no expectation that any information stored on their computer - whether the information is contained on a computer hard drive, computer disks or in any other manner - will be private.

The City has the right to regularly monitor voicemail or electronic mail messages. The City will inspect the contents of computers, voicemail or electronic mail in the course of an investigation triggered by indications of unacceptable behavior or as necessary to locate needed information that is not more readily available by some other means.

Given the City's right to retrieve and read any electronic mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient.

## Chapter 25

### Social Media

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Date Effective: 1/1/22

#### 25.1 Official City Social Media

City of Arkansas City departments may use Social Media tools such as Facebook, Twitter and YouTube to reach a broader audience. While the City's website ([www.arkansascityks.gov](http://www.arkansascityks.gov)) is the City's primary Internet presence, the City recognizes that, when used appropriately, Social Media may be useful in furthering the goals of the City and the missions of City departments.

All official City presences on Social Media websites or services are considered extensions of the City's information networks and are governed by the directives set forth in this and related policies and procedures and in other City policies regulating employee conduct.

##### 25.1.1a. Definitions

- a) City Social Media Sites – Those pages, sections or posting locations on Social Media websites established or maintained by an employee of the City authorized to do so as part of the employee's job and that are used to communicate with the public on City business.
- b) Social Media – Internet based technology communications tools with a focus on immediacy, interactivity, user participation and information sharing. These venues include social networking websites, forums, weblogs, online chat sites and video/photo posting websites or any other such similar output or format. Examples include Facebook, Instagram, Twitter and YouTube.
- c) Social Media Administrators – City employees expressly designated to maintain oversight of the City and/or a department Social Media website. A Social Media Administrator's authority is limited to actions that directly reflect guidance from the City Manager, ~~department head~~department/division head and/or policies and procedures of the City.

##### 25.1.2b. Permission to Post on Official City Social Media

Only Social Media Administrators (City employees who have received express permission from the ~~department head~~department/division head and City Manager to post on Official City Social Media) may:

- 1) Speak on behalf of the City;
- 2) Administer and/or post on City Social Media websites;
- 3) Make any public statement on behalf of the City; and/or,
- 4) Post on any Social Media website on behalf of the City or otherwise state an official City position, policy or other fact on behalf of the City.

Social Media Administrators, or employees representing the City of Arkansas City on City Social Media within the scope of their employment, will conduct themselves at all times as a professional representative of the City of Arkansas City and in accordance with all City policies.

Those policies include compliance with all ethical obligations and non-harassment policies. Social Media Administrators will not express personal views or concerns through such postings; postings shall only reflect the views of the City of Arkansas City.

##### 25.1.3c. Prohibited Postings

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Postings on City of Arkansas City Social Media shall not contain any of the following:

- 1) Content that promotes, fosters or perpetuates discrimination on the basis of race, religion, color, sex, disability, national origin, ancestry, pregnancy, age (40+), military status, veteran status, genetic information or any other characteristics protected by applicable federal, state or local laws;
- 2) Profane language or content;
- 3) Sexual content or links to sexual content;
- 4) Comments in support of, or opposition to, political campaigns or candidates;
- 5) Solicitations of commerce unrelated to City of Arkansas City business;
- 6) Conduct or encouragement of illegal activity;
- 7) Information that may tend to compromise the safety or security of the public or public systems; and/or,
- 8) Content that violates a legal ownership interest of any other person, or otherwise violates any applicable law.

**25.2 Employee Social Media and Free Speech**

**25.2.1a. Off-Duty Use of Social Media**

You may maintain personal websites or web blogs on your own time using your own technology. You must ensure that Social Media activity does not interfere with your work. In general, the City considers Social Media activities to be personal endeavors and you may use them to express your thoughts or promote your ideas as long as they do not conflict with City policies or services.

Outside of work hours, all public statements and use of Social Media by an employee as a private citizen shall comply with applicable law and this policy.

**25.2.2a.1. Respect**

Please demonstrate respect for the dignity of the City, its governing body, its customers/citizens, its vendors and its employees. A Social Media site is a public place and employees should avoid inappropriate comments. For example, do not use ethnic slurs, personal insults, or obscenity or use language that may be considered inflammatory.

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**25.2.3a.2. Post Disclaimers**

If you identify yourself as a City of Arkansas City employee or discuss matters related to the City on a Social Media site, the site must include a disclaimer on the front page stating that it does not express the views of the City and that you are expressing only your personal views. For example: "The views expressed on this website/blog are mine alone and do not necessarily reflect the views of my employer."

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Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to the City, the governing body, customers/citizens and/or City employees. You must keep in mind that when you post information on a Social Media site that is in violation of City policy and/or federal, state or local law, the disclaimer will not shield you from disciplinary action.



25.2.4a.3. Confidentiality

Do not identify or reference City customers/citizens, vendors or employees without express permission. You may write about your job in general but may not disclose any confidential information. For examples of confidential information, please refer to the Confidentiality policy. When in doubt, ask before publishing.

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**25.3 Important Things to Know about Personal Social Media and City Employment**

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- 1) City resources, work time, Social Media websites and a City employee’s official position may not be used for personal profit or business interests or to participate in political activity.
- 2) Personal or business venture Social Media account names may not be tied to the City. For example, “CityofArkCityAttorney” would not be an appropriate personal account name.
- 3) Employees will not use their City email account or password in conjunction with a personal social networking website.
- 4) City employees shall not post images, files or text depicting City property, equipment or personnel in any manner that would adversely affect the reputation of the City or a City department.
- 5) Employees always should remember that what is written becomes public, may be public for a long time and may spread to large audiences. Employees will refrain from posting information that they would not want their supervisor or other employees to read, or that they would be embarrassed to see in the newspaper, on television or in other forms of media.
- 6) Employees will take reasonable and prompt action to remove any content, including content posted by others that is in violation of this policy from any website page, Social Media website or website maintained by the employee (e.g., social or personal website).

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**25.4 Prohibited Employee Conduct/Use of Social Media**

The following speech, expression or Social Media posts made by an employee, whether in person, electronically or otherwise (hereafter collectively referred to as “speech”) are prohibited:

- 1) Speech that violates any applicable law;
- 2) Speech that negatively affects the safety of any other City employee and that is not information readily accessible within the public realm; and/or
- 3) Speech that discloses any information, obtained through their employment, that is not already considered public information, such as confidential information maintained by the City including utility records, dates of birth, social security numbers or criminal history.

***Nothing in this policy is intended to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. For example, this policy does not limit an employee from speaking as a private citizen about matters of public concern, discussing the terms or conditions of their employment or unfair labor practices or otherwise exercising their rights to collective bargaining. Employees are encouraged to consult with the Human Resources Division regarding any questions arising from the application or potential application of this policy.***

## **Chapter 26**

### **Cellular Phone Use**

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Date Effective: [1/1/2022](#)

~~The use of Cellular Phones, while on duty, while the personal property of employees for personal phone calls and texting, are-is~~ to be limited ~~to emergency or near emergency purposes~~. Indiscriminate or excessive ~~use of personal Cellular Phones to make discretionary personal calls, texting and/or other personal uses~~ could be cause for disciplinary action.

Please follow these guidelines when using your Cellular Phone:

- Cellular Phones should be set to vibrate or “silent ringer mode” during meetings or at other times when audible ringers may be disruptive;
- Employees should allow in-coming calls to “go to” their voicemail when answering the call would be disruptive to a meeting, production and/or would create a safety hazard;
- All state traffic laws regarding Cellular Phones must be followed;
- Using a Cellular Phone while operating motorized equipment or power tools is prohibited; and,
- Using a Cellular Phone while operating a motorized vehicle is prohibited, with the following exceptions:
  - Proper use of a hands-free device;
  - Use by emergency personnel as authorized and directed as part of their official City duties; and/or,
  - Use to contact law enforcement, a health care provider, the Fire/EMS Department or another emergency entity in an emergency situation.

## Chapter 27

### Separation from City Employment

Date Effective: [1/1/2022](#)

#### 27.1 Notification of Intent to Separate

If you wish to resign or retire from your position with the City, ~~the City-we~~ would like you to provide written notification to your supervisor at least ~~fourteen (14) calendar days~~ two weeks before leaving.

Your notification of intent to resign or retire should be in writing and provided to your ~~department head~~ department/division head. It is important that you provide this notification of intent to resign or retire as soon as possible as this written document will have bearing on whether, or not, you will receive ~~any~~ accumulated leave payout. It also provides the City with the opportunity to begin making arrangements to fill the position you are leaving.

#### 27.2 Notice Period

Your Notice Period begins on the day the written ~~Notification of Intent to Separate~~ two-week Notice of Intent to Separate is received by your ~~department head~~ department/division head and ends two (2) calendar weeks later.

It is the City's expectation that you, unless otherwise determined by the department/division head, will report and perform the duties of the job on each Regularly Scheduled Work Shift during the entire two-week Notice Period. Any scheduled and/or unscheduled absences during your Notice Period may jeopardize your accumulated leave payout.

~~The last day you work needs to be on or after the fourteenth (14th) calendar day following your Notification of Intent to Separate being received by your department head. This is for the purpose of determining your eligibility to receive any accumulated leave payout.~~

~~Upon receipt of your written Notice of Intent to Separate, the department head has the discretion to allow you to continue to work through the Notice Period. If you have accrued but unused Vacation Leave, the department head may place you on Vacation Leave to fulfill the Notice Period.~~

~~It is the City's belief that the separating employee, unless otherwise determined by the department head, should report and perform the duties of his or her job on each Regularly Scheduled Work Shift during the entire Notice Period. Any scheduled and/or unscheduled absences during your Notice Period may jeopardize your accumulated leave payout.~~

It will be up to the City Manager and the department/division head to decide if they want to allow you to continue working after your notice has been given. The City Manager can instead choose to accept your resignation effective immediately.

Please note any employee who has submitted their application for retirement to KPERS may take accrued, paid leave (except Sick Leave) at any point during their Notice Period with the approval of the department/division head. The soon-to-be retiree's absence(s) from the workplace, during their Notice Period, will not jeopardize their accumulated leave payout.

An employee who gives written Notice of Intent to Separate and fails to report back to work to fulfill the Notice Period, if the absence is unauthorized and/or unexcused, shall be considered to have abandoned his or her position and shall not receive any type of payout of leave benefits.

### **27.3 Compensatory Time and Holiday Time Banked upon Separation**

~~All~~ employees separating from City employment, for any reason, shall receive payment for all accumulated Compensatory Time, Holiday Time Banked and Wellness Day Leave, up to the specified maximum.

### **27.4 Other Types of Leave upon Separation**

All employees separating from City employment ~~whothat~~ have given and satisfactorily completed an appropriate ~~fourteen (14) calendar day~~ Notice Period shall receive payment for all accumulated accrued and unused Vacation Leave, Personal Business Day Leave and Safety Day Leave, depending upon the employee's length of service with the City, a percentage of his or her accrued, unused Sick Leave.

Note: See the section of this Employee Manual titled "Types of Leave" for more information.

Employees separating from City employment who have abandoned their position, were terminated involuntarily, failed to provide an acceptable Notice of Intent to Separate and/or did not successfully fulfill their ~~fourteen (14) calendar day~~ Notice Period will not receive payment for accumulated accrued and unused Vacation Leave, Personal Business Day Leave, Safety Day Leave, Sick Leave and/or any other type of Paid leave, except Compensatory Time, Holiday Time Banked and Wellness Day Leave.

### **27.5 Final Payroll Check**

Upon Separation from employment, you will be paid on the next regularly scheduled Pay Date for time worked.

Any type of leave payouts will be paid as a separate payment at the same time as your Final Payroll Check. Please be aware federal and state withholding requirements will be followed for all types of payouts.

The Final Payroll Check will be mailed to you unless other arrangements have been made with the Finance Department.

### **27.6 Benefits upon Separation**

The separating employee's Health and Dental Insurance will continue through the last day of the calendar month in which he or she terminates. To determine eligibility for further health and dental continuation coverage at the employee's cost, please contact the Human Resources Division. Other benefits shall end as per the Plan Document(s).

Note: See the section of this Employee Manual titled "Benefits" for further information on the cessation of your benefits.

### **27.7 Return of City Property**

Any employee who leaves City employment is responsible for returning City property to the supervisor or ~~department head~~ department/division head.

**27.8 Exit Interview**

Employees leaving City employment will be asked to participate in an Exit Interview at the invitation of the Human Resources Division. This interview will be provided near the end of the employee’s employment, generally on his or her last day of employment.

The intent of the Exit Interview is to advise the employee of matters such as final pay, potential leave payout, as well as Health and Dental Insurance(s) coverage options under COBRA, if applicable; to determine the exact reason for the termination, in cases of voluntary terminations; and to identify potential problems with and/or strengths of the City’s supervisors and/or policies and procedures.

The Exit Interview form shall be placed in a file separate from the employee’s Personnel Record.

Information may be shared with the ~~department head~~department/division head, City Manager and/or the governing body, in order that proper information is communicated and/or appropriate action taken.

**27.9 Employment References on Former Employees**

It is the policy of the City of Arkansas City that when a reference (on a former employee) is sought by a prospective employer the reference is provided by the Human Resources Division. The standard response provided will comply with Kansas statute.

As an employee of the City, please do not under any circumstances respond to any requests for information regarding another employee unless it is part of your assigned job responsibilities. If it is not, please forward the information request to your supervisor.

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## Receipt and Acknowledgment City of Arkansas City Employee Manual

*Please read the following statements, sign below and return to your supervisor.*

### Employee Manual

I have received and read a copy of the City of Arkansas City Employee Manual. I understand that the policies and benefits described in it are subject to change at the sole discretion of the City of Arkansas City at any time.

### At-Will Employment

I ~~further~~ understand that my employment is At-Will, and neither I, nor the City of Arkansas City, have/has entered into a contract regarding the duration of my employment. I am free to ~~terminate-leave~~ my employment with the City of Arkansas City at any time, with or without reason. Likewise, the City of Arkansas City has the right to ~~terminate-end~~ my employment, or otherwise discipline, transfer, or demote me at any time, with or without reason, at the discretion of the City of Arkansas City. No employee of the City of Arkansas City can enter into an employment contract for a specified period of time or make any agreement contrary to this policy without the written approval from the City Commission.

### Confidential Information

I am aware that during the course of my employment confidential information may be made available to me. I understand that this information is proprietary and critical to the success of the City of Arkansas City and must not be given out or used outside of the City's premises or with non-City of Arkansas City employees. In the event of termination of my employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information ~~with any other individual or City in any way.~~

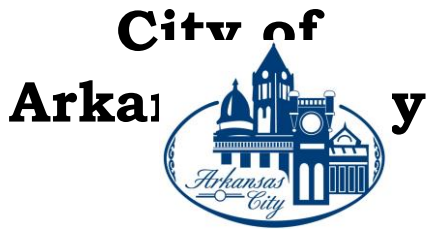
### Compensatory Time

In accordance with the provisions of the Fair Labor Standards Act (FLSA) and the City of Arkansas City Compensatory Time policy, Non-Exempt employees are allowed, with the approval of their supervisor, to accrue Compensatory Time off instead of receiving payment for Overtime hours worked. If I am classified as a Non-Exempt, eligible employee, by signing this agreement, I agree to the following terms: I freely and voluntarily agree to accept Compensatory Time off in lieu of Overtime Pay for Overtime hours worked under the FLSA. I understand that I will accrue Compensatory Time at the rate of one-and-one-half (1½) hours for each Overtime hour worked during a Work Week/Work Period. I understand that this Compensatory Time used will not be counted as time worked for purposes of computing Overtime or additional Compensatory Time.

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date



**Employee  
Manual  
2022**

**The City of Arkansas City strives to provide a high quality of life for its citizens by furnishing a variety of efficient services in a professional, courteous manner.**



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## Welcome to the City of Arkansas City!

Thank you for choosing to join our team! We hope you agree that you have a great contribution to make to the City of Arkansas City, and that you will find your employment at the City of Arkansas City a rewarding experience. We look forward to the opportunity of working together to create a more successful organization. We also want you to feel that your employment with the City of Arkansas City will be a mutually beneficial and gratifying one.

You have joined an organization that has established an outstanding reputation for quality. Credit for this goes to everyone in the organization. We hope you, too, will find satisfaction and take pride in your work here. As a member of the City of Arkansas City team, you will be expected to contribute your talents and energies to further improve the environment and quality of the City.

This Employee Manual may provide answers to most of the questions you may have about the City of Arkansas City's benefit programs, as well as City policies and procedures. You are responsible for reading and understanding this Employee Manual. If anything is unclear, please discuss the matter with your supervisor.

I extend to you my personal best wishes for your success and happiness at the City of Arkansas City.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy Frazer", with a stylized flourish at the end.

Randy Frazer  
City Manager  
City of Arkansas City



## Mission

The City of Arkansas City strives to provide a high quality of life for its citizens by furnishing a variety of efficient services in a professional, courteous manner.

## Statement of Organizational Values

We value Professional Ethics, which includes:

- Honesty
- Compassion
- Fairness
- Confidentiality
- Reliability
- Stewardship of Resources
- Respectfulness
- Non-Discriminatory Behavior
- Professionalism & Personal Courtesy

We value Commitment to Citizens through Customer Service, which includes:

- Courteous Interaction with the Public
- Pride & Ownership
- Programs that Address Citizen Needs
- A Sense of Urgency and Responsiveness
- A Service-Oriented Approach to Patrons
- Listening as well as Hearing

We value Commitment to Excellence, which includes:

- An Ability to see the Big Picture
- A Sense of Pride
- A Commitment to Employee Knowledge
- Employee Professionalism
- Accountability
- Teamwork
- Protection of Health, Safety & Public Welfare
- Willingness to Embrace Change
- A Commitment to Organizational Goals
- Clear Communication

It is our commitment to uphold these core values to the highest degree possible while representing the City of Arkansas City in carrying out our municipal duties as public servants. As a result, these values form the basis for our interactions with the general public, with other agencies and with each other.

This Employee Manual, drafted in 2021, has been prepared to inform you of the City of Arkansas City's history, philosophy, employment practices and policies, as well as the benefits provided to you as a valued employee.

## Our History

The City of Arkansas City, Kansas, is located in Cowley County at the confluence of the Arkansas and Walnut rivers in south central Kansas, near the Kansas-Oklahoma state line. The City limits encompass 9.3 square miles.

Arkansas City, surrounded by rich farm and ranch land, is about 58 miles southeast of Wichita. The 2010 Census population was 11,974 residents.

The City of Arkansas City, founded in 1870 and incorporated in 1884, is a city of the second class. The City adopted the commission-manager form of government in an election in 1930. This was reaffirmed in 2016 with the unanimous passage of Charter Ordinance No. 29.

The commission-manager plan is the system of local government that combines the strong political leadership of locally elected City Commissioners with the strong managerial experience of an appointed local government manager. The plan establishes a representative system in which all power is concentrated in the elected City Commission as a whole, and the Commission hires a professionally trained manager to oversee the management of the City's operations and its delivery of public services.

Three of the City's commissioners are elected on the first Tuesday in November of every odd-numbered year. In each election, the two (2) candidates with the highest number of votes receive four (4) year terms and the candidate with the third-highest number of votes receives a two (2) year term. Current practice is that the highest vote-getter becomes the new Mayor in the second year of his or her term, while the second highest vote-getter becomes Vice-Mayor that year and the new Mayor during the subsequent year. The newly elected commissioners are sworn-in during the first commission meeting held in January following the election.

## **What You Can Expect From the City of Arkansas City**

The City of Arkansas City believes in creating a harmonious working relationship between all employees. In pursuit of this goal, the City of Arkansas City has created the following employee relations objectives:

- Provide an exciting, challenging and rewarding workplace and experience.
- Select people on the basis of skill, training, ability, attitude and character without discrimination with regard race, religion, color, sex, disability, national origin, ancestry, pregnancy, age (40+), military status, veteran status, genetic information or any other characteristics protected by applicable federal, state or local laws or a disability that does not prohibit performance of essential job functions.
- Compensate all employees according to their effort and contribution to the success of our services.
- Review wages, employee benefits and working conditions regularly with the objective of being competitive in these areas consistent with sound business practices.
- Provide (vacation / sick leave / paid time off) and holidays to all eligible employees.
- Assure employees, after talking with their supervisor, an opportunity to discuss any issue or problem with the City Manager.
- Take prompt and fair action of any complaint which may arise in the everyday conduct of our business, to the extent that is practicable.
- Respect individual rights and treat all employees with courtesy and consideration.
- Maintain mutual respect in our working relationships.
- Provide buildings and offices that are comfortable, orderly and safe.
- Promote employees on the basis of their ability and merit.
- Make promotions or fill vacancies from within the City whenever practical.
- Keep all employees informed of the progress of the City as well as the City's overall goals and objectives.
- Promote an atmosphere in keeping with the City's Mission and Statement of Organizational Values.

## **What the City of Arkansas City Expects From You**

The City of Arkansas City needs your help in making each working day enjoyable and rewarding. Your first responsibility is to know your own duties and how to do them promptly, correctly and pleasantly. Secondly, you are expected to cooperate with management and your fellow employees and to maintain a good team attitude.

How you interact with fellow employees and those whom the City serves, and how you accept direction can affect the success of your department. In turn, the performance of one department can impact the entire service offered by the City. Consequently, whatever your position, you have an important assignment: perform every task to the very best of your ability.

You are encouraged to grasp opportunities for personal development offered to you. This Employee Manual offers insight on how you can perform positively and to the best of your ability to meet and exceed the City of Arkansas City's expectations.

We strongly believe you should have the right to make your own choices in matters that concern and control your life. We believe in direct access to management. We are dedicated to making the City of Arkansas City an organization where you can approach your supervisor, or any member of management, to discuss any problem or question.

We expect you to voice your opinions and contribute your suggestions to improve the quality of the City of Arkansas City. (Please take a look at the "Suggestions," Policy under Customer Relations and Communications section.) We're all human, so please communicate with each other and with management.

Remember, you help create the pleasant and safe working conditions that the City of Arkansas City intends for you. The result will be better performance for the City overall and personal satisfaction for you.

## **Employee Manual Guidance**

The purpose of this Employee Manual is to promote cooperation, efficiency and unity in public service by clearly communicating the personnel policies, rules, regulations and procedures applicable to City of Arkansas City employees.

1. This Manual applies to all City employees; but, does not apply to the Governing Body, appointed board members or individuals with whom the city contracts for services (e.g., Municipal Judge and Prosecutor).
2. Some of the subjects described herein, such as insurance plans, are covered in detail in official Plan Documents. Employees should refer to those documents for specific information, since this Employee Manual only briefly summarizes those benefits. Please note that the terms of the written insurance policy(ies) are controlling.
3. The City of Arkansas City, at its sole option, may alter, amend, delete, supplement or change, any part or parts of the policies contained within this Employee Manual at any time without prior notice as needs and/or conditions dictate. New or revised policies shall be effective on dates determined by the City and shall remain in effect until the City gives notice to the contrary.
4. No one, other than the City Commission of the City of Arkansas City, may alter or modify any of the policies in this Employee Manual. Any alteration or modification of the policies contained in this Employee Manual will be made available.
5. No statement or promise by a supervisor, manager or department/division head, past or present, may be interpreted as a change in policy nor will it constitute an agreement or contract with any employee.
6. Each department/division may have administrative regulations as are necessary, reasonable or convenient for the conduct of the department/division. No department/division may adopt regulations in violation of, or in conflict with, regulations approved and adopted by the City Commission or established by the City Manager.
7. Should anything in this Employee Manual be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Manual, but only that particular piece.
8. This Employee Manual replaces (supersedes) any and all other or previous City of Arkansas City Employee Manuals or other City of Arkansas City policies whether written or oral.



# Chapter 1

## Customer Relations and Communications

---

Date Effective: 1/1/22

### **1.1 Customer Relations**

The success of the City of Arkansas City depends upon the quality of the relationships between the City, our employees, customers/citizens, suppliers and the general public. Our customers'/citizens' impression of the City of Arkansas City and their interest and willingness to interact well with us is greatly formed by the people who serve them.

In a sense, regardless of your position, you are the City of Arkansas City's ambassador. The more goodwill you promote, the more our customers/citizens will respect and appreciate you and City of Arkansas City services.

Below are several things you can do to help give customers/citizens a good impression of the City. These are the building blocks for our continued success:

- Act competently and deal with customers/citizens in a courteous, ethical and respectful manner;
- Communicate pleasantly and respectfully with other employees at all times;
- Follow up on requests and questions promptly, provide professional replies to inquiries and requests and perform all duties in an orderly manner; and,
- Take great pride in your work and enjoy doing your very best.

### **1.2 Effective Communication between the City Commission and City Employees**

Governance of a City relies on the cooperative efforts of elected officials, who set policy and priorities, and City employees, who analyze problems and issues, make recommendations and implement and administer the Commission's policies. The following are general guidelines to help facilitate effective communications between the City Commission, its members and City employees.

#### **1.2.a. Communication Channels**

While any employee is available to answer Commission questions and requests for information, the City Manager is the primary information liaison between the Commission and City employees. Should a Commission member make an information request to a particular employee, the employee should inform the City Manager so that he or she is aware of the Commission's requests and needs.

#### **1.2.b. Role of City Commission**

The role of the Commission is as the legislative body. The Commission is responsible for approving the budget, setting policy goals, and adopting strategic plans. The primary functions of employees are to execute Commission policy and actions taken by the Commission and in keeping the Commission informed. Employees are obligated to take guidance and direction only from the City Manager or supervisor and department/division head.

#### **1.2.c. Respect for the City Commission**

City employees will make every effort to respond in a timely and professional manner to all requests for information or assistance made by individual Commission members. However, if a request reaches a

certain degree in either terms of workload or policy, it may be more appropriate to make the assignment through the direction of the full City Commission. If this should occur, please notify the City Manager of such situation.

**1.2.d. Employee Recommendations**

Employees are expected to provide the best professional recommendations on issues, providing information about alternatives to employee recommendations as appropriate, as well as pros and cons for recommendations and alternatives.

Sometimes employees may make recommendations that we know will be unpopular with the public and Commission members. Employees will need to respect the role of the Commission as policy makers for the City and understand that the Commission must consider a variety of opinions and community values in their decision-making in addition to employee recommendations.

**1.2.e. Commission Policy**

Regardless of whether it was the employee’s preferred recommendation or not, employees will strongly support and advocate the adopted Commission policy and direction.

**1.3 Employee Council**

The City of Arkansas City values its employees as the most significant resource available to City government. It is committed to candid, open communication among City staff. An ongoing communication process is vital to a healthy, progressive and trusting attitude within the municipal organization. In order to enhance communication on an ongoing basis, the Employee Council has been established.

The Employee Council is an advisory group whose purpose is to provide input to the City Manager and management staff regarding general employee issues, suggestions or concerns. The Council may make recommendations from time to time, suggesting improvements in City policies and procedures. The Council also serves as a sounding board for management’s ideas and/or concerns, and to communicate goals and plans to employees.

Additionally, the Council serves as a focus group for developing and maintaining ongoing programs for employee appreciation and recognition.

**1.3.a. Council Structure and Membership**

The Employee Council is a function of the Human Resources Division within the City Manager Department. The City Manager and Human Resources Director facilitate the overall function of the Council, but do not vote.

In addition to nonvoting staff members, the Council is composed of ten (10) voting members, representing the following departments/divisions:

1. City Manager Department
2. Environmental Services Department
3. Fire-Emergency Medical Services Department
4. Police Department
5. Public Services Department

Each one of these departments/divisions should be represented by one (1) supervisory employee and one (1) nonsupervisory employee.

**1.3.b. Member Selection and Terms**

On a biannual basis, City employees will be given an opportunity to nominate two (2) employees from their department/division for consideration of membership on the Council to fill one of the ten (10) seats.

The City Manager, or his or her designee, will determine the final membership of the Council from these nominations, based on several factors, including but not limited to diversity, broad departmental representation and blend of personnel.

Terms on the Council are for two (2) years, starting in February and ending in January two (2) years later. Council members may not serve consecutive, two-year (2) terms. The City Manager may make an exception, however, if a department/division is small enough that a sufficient pool of candidates does not exist without consideration of a current Council member, or if that member is the only suitable candidate for appointment to the seat that is scheduled to open.

In February of each year those members who have served two (2) years on the Council will be replaced with new members. Those who have served only one (1) year will remain on the Council for one (1) additional year.

If a member resigns or is removed before his or her term expires, a replacement will be selected by the City Manager from the employees previously nominated, if a suitable number remains available for consideration. Otherwise, the process shall begin anew as previously stated. Replacement members shall be appointed to finish the unexpired term of their predecessors.

Only second-year Council members are eligible to serve as chairperson. The chairperson shall be selected by a majority of the voting members of the Council to serve a one-year (1) term from February through January of the following year.

**1.3.c. Meetings**

The Employee Council generally meets on a quarterly basis (January, April, July and October), unless there is some business that necessitates a special meeting or there is no business to be discussed that quarter, at which point the meeting may be canceled by the City Manager.

**1.4 Confidential Information**

Upon accepting employment with the City of Arkansas City, you were asked to sign a Confidentiality Agreement, which generally provides that you will not disclose or use any of the City’s confidential information, either during or after your employment. We sincerely hope that our relationship will be long-term and mutually rewarding; however, your employment with the City assumes an obligation to maintain confidentiality, even after you leave our employ.

Additionally, our customers/citizens entrust the City of Arkansas City with important information. The nature of this relationship requires maintenance of confidentiality. In safeguarding the information received, the City of Arkansas City earns the respect and further trust of our customers/citizens.

If you are questioned by someone outside the City organization and you are concerned about the appropriateness of giving them certain information, you are not required to answer. Instead, as politely as possible, refer the request to your supervisor.

No one is permitted to remove or make copies of any of the City of Arkansas City records, reports or documents without prior management approval. Disclosure of confidential information could lead to termination, as well as other possible legal action.

### **1.5 Release of Information**

Public statements or the release of information on all matters related to municipal policy, administration and the operation of any department shall, unless otherwise directed, be made only by the City Manager, the Public Information Officer and other personnel specifically authorized or approved by the City Manager.

### **1.6 Suggestions**

We encourage all employees to bring forward their suggestions and good ideas about how the City of Arkansas City can be made a better place to work, our services improved and our customer service enhanced. When you see an opportunity for improvement, please talk it over with your supervisor. He or she can help you bring your idea to the attention of the people in the City who will be responsible for possibly implementing it.

All suggestions are valued and listened to. When a suggestion from an employee has particular merit, we provide for special recognition of the individual(s) who had the idea.

### **1.7 Open Communication**

The City strives to maintain a good working atmosphere and environment, and an excellent relationship between employees and management; therefore, the City values Open Communication.

Please do your best to follow these Open Communication Policy guidelines when any concern, problem or issue arises during the course of your employment:

**Step 1:**

If you have an issue with a coworker please discuss the issue first with that person directly. If a resolution is not reached, please arrange a meeting with your supervisor to discuss.

**Step 2:**

If you have furthering disputes with a coworker (after trying Step 1) or a question, complaint or concern in general, please discuss it first with your immediate supervisor.

**Step 3:**

If the problem is not resolved through Step 1 or Step 2, or you do not feel comfortable discussing the complaint or concern with the individual(s) identified there, please discuss the matter with your department/division head.

**Step 4:**

If the problem is not resolved through Step 1, Step 2 or Step 3, or you do not feel comfortable discussing the complaint or concern with the individual(s) identified in either of those steps, please discuss the matter with the Human Resources Division.

**Step 5:**

If the problem is not resolved through Step 1, Step 2, Step 3 or Step 4, or you do not feel comfortable discussing the complaint or concern with the individuals identified in any of those steps, you may discuss the matter with the City Manager.

Any information discussed in an Open Communication meeting is considered confidential. Retaliation against any employee for appropriate usage of Open Communication channels is unacceptable.

Please remember it is counterproductive to a harmonious workplace for employees to create or repeat rumors or office gossip. It is more constructive for an employee to consult his or her supervisor immediately with any questions.

Employees wishing to report unlawful Discrimination, Harassment, Retaliation or Bullying are encouraged to follow the specific procedures set forth in those particular policies.

### **1.8 Chain of Command**

The Chain of Command is the organizational structure established for the operation and supervision of all personnel and departments. Communications, orders, requests and recommendations should be channeled through this chain, in both directions, in order to avoid confusion, misunderstandings and lack of oversight. Your supervisor will inform you of the Chain of Command applicable to your department.

Although communication may flow directly through the Chain of Command this policy in no way alters or voids your ability to utilize the Open Communication Policy.

## Chapter 2

### Legal Compliance

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Date Effective: 1/1/22

#### **2.1 At-Will Statement**

It is our sincere desire that each employee is successful in his or her position with the City. However, your employment with the City of Arkansas City is At-Will. This means that neither you nor the City of Arkansas City has entered into a contract regarding the duration of your employment.

You are free to leave your employment with the City of Arkansas City at any time, with or without reason. Likewise, the City of Arkansas City has the right to end your employment, or otherwise discipline, transfer or demote you at any time, with or without reason, at the discretion of the City.

Please be aware that policies set forth, by the City, are not intended to create a contract of employment, either express or implied, between any employee and the City. No supervisor, manager, agent or employee of the City has authority to represent that this policy or any other City policy establishes an employment contract between any employee and the City.

#### **2.2 Immigration Law**

All offers of employment are contingent on verification of your right to work in the United States. You will be asked to provide original documents verifying your right to work and, as required by federal law, to sign U.S. Citizenship and Immigration Services (USCIS) Form I-9, Employment Eligibility Verification Form. If you, at any time, cannot verify your right to work in the United States, the City may be obliged to terminate your employment.

#### **2.3 Equal Employment Opportunity**

The City of Arkansas City is an Equal Employment Opportunity employer. Employment decisions are based on merit and business needs, and not on race, religion, color, sex, disability, national origin, ancestry, pregnancy, age (40+), military status, veteran status, genetic information, or any other characteristics protected by applicable federal, state or local laws.

The City of Arkansas City will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. The City of Arkansas City will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on the City.

Management is primarily responsible for seeing that the City of Arkansas City's Equal Employment Opportunity policies are implemented but everyone shares in the responsibility for assuring that these policies are followed.

Any employees, including managers, involved in discriminatory practices will be subject to disciplinary action up to and including termination.

## **2.4 Americans with Disabilities Act (ADA & ADAAA)**

The City is committed to the recruitment, employment and promotion of the most qualified individuals. It is our policy to provide Equal Employment Opportunity for persons with disabilities in full compliance with state, local and federal laws such as the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendments Act (ADAAA).

The City does not discriminate against qualified job applicants and employees with known physical or mental disabilities in any employment practice, including but not limited to, recruitment, hiring, education, training, promotion, compensation, and participation in social or recreational functions, use of City facilities, transfer, discipline, layoff, recall and termination.

Pursuant to the ADA, ADAAA, and the Kansas Act against Discrimination, the City will provide qualified individuals with known disabilities, including temporary impairments related to pregnancy, reasonable accommodations to assist them in performing the essential functions of their job. However, where an accommodation would produce an undue hardship on the City or present a health or safety risk, the requested accommodation shall be deemed unreasonable and possibly denied.

## **2.5 Genetic Anti-Discrimination Act (GINA)**

It is the City's policy to abide by the Genetic Information Anti-Discrimination Act (GINA) in principal and fact. We will not seek to gather nor use genetic information regarding our prospective and/or current employees. We will not use genetic information in any way for selection or promotion or termination or other purposes.

## **2.6 Harassment, Sexual Harassment and Retaliation**

### **2.6.a. Policy Statement on Harassment**

The City of Arkansas City intends to provide a work environment that is pleasant, professional and free from intimidation, hostility or other offenses which might interfere with work performance. Harassment of any sort - verbal, physical, visual - will not be tolerated, particularly against employees in protected classes. These classes include, but are not necessarily limited to race, religion, color, sex, disability, national origin, ancestry, pregnancy, age (40+), military status, veteran status, genetic information or any other characteristics protected by applicable federal, state or local laws.

### **2.6.b. Harassment Defined**

Workplace Harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, email jokes or statements, pranks, intimidation, physical assaults or contact or violence. Harassment is not necessarily sexual in nature. It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing. Other prohibited conduct includes written material such as notes, photographs, cartoons, articles of a harassing or offensive nature and taking retaliatory action against an employee for discussing or making a Harassment complaint.

### **2.6c. Responsibility**

All City of Arkansas City employees, and particularly supervisors, have a responsibility for keeping our work environment free of Harassment. Any employee, who becomes aware of an incident of Harassment, whether by witnessing the incident or being told of it, must report it to their immediate supervisor or the designated management representative with whom they feel most comfortable. When management becomes aware of the existence of Harassment, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the City to do so.

### **2.6.d. Reporting**

While the City of Arkansas City encourages you to communicate directly with the alleged harasser, and make it clear that the harasser's behavior is unacceptable, offensive or inappropriate, it is not required that you do so. It is essential, however, to notify your supervisor or the Human Resources Division immediately even if you are not sure the offending behavior is considered Harassment. Any incidents of Harassment must be immediately reported to a supervisor, the Human Resources Division or other management representative.

### **2.6.e. Investigation**

Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved; however, confidentiality cannot be guaranteed. Any employee found to have harassed a fellow employee or subordinate will be subject to severe disciplinary action up to and including termination. The City of Arkansas City will also take any additional action necessary to appropriately remedy the situation.

### **2.6.f. Retaliation**

Retaliation of any sort will not be permitted. No adverse employment action will be taken for any employee making a good faith report of alleged Harassment.

### **2.6.g. Liability**

The City of Arkansas City accepts no liability for Harassment of one employee by another employee. The individual who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences.

### **2.6.h. Policy Statement on Sexual Harassment**

The City of Arkansas City intends to provide a work environment that is pleasant, professional and free from intimidation, hostility or other offenses which might interfere with work performance based upon an employee's gender.

### **2.6.i. Sexual Harassment Defined**

Sexual Harassment may include unwelcome sexual advances, requests for sexual favors or other verbal or physical contact of a sexual nature when such conduct creates an offensive, hostile and intimidating working environment and prevents an individual from effectively performing the duties of their position. It also encompasses such conduct when it is made a term or condition of employment or compensation, either implicitly or explicitly and when an employment decision is based on an individual's acceptance or rejection of such conduct.

It is important to note that Sexual Harassment crosses age and gender boundaries and cannot be stereotyped. Among other perceived unconventional situations, Sexual Harassment may even involve two (2) women or two (2) men. Sexual Harassment may exist on a continuum of behavior. For instance, an example of Sexual Harassment may be that of an employee showing offensive pictures to another employee.



**2.6.j. Types of Sexual Harassment**

1. Quid Pro Quo - An exchange of sexual favors for improvement in your working conditions and/or compensation.
2. Hostile, Intimidating, Offensive Working Environment – A situation in which unwelcome sexual advances, requests for sexual favors or other verbal or physical contact of a sexual nature when such conduct creates an intimidating or offensive environment. Examples of a hostile, intimidating and offensive working environment includes, but is not limited to, pictures, cartoons, symbols or apparatus found to be offensive and which exist in the workspace of an employee. This behavior does not necessarily link improved working conditions in exchange for sexual favors.

**2.6.k. Computer Systems**

Please understand it is expressly prohibited for City employees to view, download, share and/or save inappropriate pictures or materials which are sexual in nature utilizing City owned computer systems (this does not include situations in which such is part of the employee's job duties as in the Police Department).

**2.6.l. Investigation and Retaliation**

The City of Arkansas City will investigate any complaint of Sexual Harassment and will take immediate and appropriate disciplinary action if Sexual Harassment has been found within the workplace. The City of Arkansas City prohibits any employee from Retaliating in any way against anyone who has raised any concern about Sexual Harassment or Discrimination against another individual.

**2.7 Accommodation for Nursing Mothers**

The City will provide Nursing Mothers reasonable break time to express milk for their infant children for up to one (1) year following the child's birth.

To ensure privacy, Nursing Mothers will be provided a private room, other than a restroom, to express their milk. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use.

Nursing Mothers also will be provided a refrigerator to store their breast milk. Employees are responsible for labeling their milk with their name and the date on which the milk was expressed.

Nursing Mothers are encouraged to discuss the length and frequency of breastfeeding breaks with their supervisor.

Employees who have any questions or concerns regarding this policy should contact their supervisor or the Human Resources Division.

## Chapter 3

### Bully-Free Workplace

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Date Effective: 1/1/22

The purpose of this policy is to communicate to all employees that the City of Arkansas City is committed to a healthy workplace culture where all employees can work in an environment free of Bullying behavior.

The City of Arkansas City considers workplace Bullying unacceptable behavior and is committed to the elimination of all forms of Bullying. Employees found to be in violation of this policy will be disciplined up to and including immediate termination.

#### **3.1 Definition of Bullying Behavior**

Bullying is unwelcome or unreasonable behavior that demeans, intimidates or humiliates people either as individuals or as a group. Bullying behavior is often persistent and part of a pattern, but it can also occur as a single incident. It is usually carried out by an individual but can also be an aspect of group behavior. Bullying does not include expressing a differing opinion, providing instruction or training, offering timely and constructive feedback, discussing performance issues or ensuring safe workplace practices.

#### **3.2 Types of Bullying Behavior**

##### **3.2.a Verbal Bullying**

- Ridiculing a person or his or her family;
- Persistent name calling that is hurtful, insulting or humiliating;
- Using a person as the butt of jokes;
- Deliberate exclusion, isolating people from normal work interaction; and/or,
- Abusive or offensive language or remarks.
- Teasing

##### **3.2.b Spreading rumors**

- Unfair blaming for mistakes; and/or,
- Physical Bullying.

##### **3.2.c Pushing, shoving, kicking, poking or tripping**

- Assault or threat of physical assault; and/or,
- Damage to a person's work area or property.

##### **3.2.d Gesture Bullying**

- Nonverbal threatening gestures;
- Glances that convey threatening messages or other signs of hostility; and/or,
- Unwelcome touching.

### **3.3 Guidelines**

- This policy applies to all employees regardless of his or her employment status.
- This policy applies during normal working hours, at work related or sponsored functions and while traveling on work related business.
- There will be no negative consequence for anyone who, in good faith, report Bullying.
- Employees are expected to be familiar with and behave according to this policy.

### **3.4 Procedure**

Knowledge of suspected or actual Bullying should be reported via at least one (1) of the following mechanisms:

- 1) Directly to supervisor either in writing or verbally;
- 2) Direct contact (email, phone or in person) with the Human Resources Director; and/or,
- 3) By completing an incident report.

The reporter may identify him/herself or remain anonymous.

## Chapter 4

### Recruitment, Selection and Placement

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Date Effective: 1/1/22

#### **4.1 Hiring Authority**

The ultimate authority for hiring lies with the City Manager. The City Manager may delegate authority and responsibility as he or she deems appropriate.

#### **4.2 Referral Incentive**

Employee referrals are a successful way to fill open positions with qualified candidates. Our employees are the best ambassadors for the City and we want to reward you for helping us hire great people. We will provide you with a payment of three-hundred dollars (\$500.00) for your successful referral of a new City employee. Please note the criteria below will need to be met. Unfortunately, Temporary/Seasonal positions are not eligible to participate in this Referral Incentive.

##### **4.2.a. Eligibility**

Employees will only receive the Referral Incentive for referring applicants who are not currently and have not previously been employed by the City.

All employees are eligible to receive a Referral Incentive with the exception of the following:

- Human Resources Division employees;
- Hiring manager/supervisor; and/or
- Any other person(s) associated with candidate selection and hiring processes.

##### **4.2.b Process**

- 1) Applicants must provide the name of the employee who is referring them on the employment application in response to the supplemental question. *“How did you hear about this position?”* Please note the applicant may only list one (1) City employee.
- 2) Applicants must be selected and successfully pass pre-employment and post-offer screening/testing.
- 3) The hiring process will be consistent with normal hiring procedures and processes, with no bias for or against candidates whose selection might make another employee eligible for a Referral Incentive.
- 4) Both the referred candidate and the referring employee must be employed at the time the Referral Incentive is to be paid.
- 5) Referral Incentives will be paid on the next available Payroll Check after the referred employee successfully (determined by the department/division head) completes his or her first one (1) year of employment.

#### **4.3 Posting and Advertisement of Job Openings**

Job postings and/or advertisements may be posted internally and/or externally. At the discretion of the City Manager, some open positions may not be posted for internal and/or external application and some positions only may be posted for internal application.

#### **4.4 Recently Posted Positions**

At the discretion of the City Manager and department/division head, when a position is open and a similar position was recently posted (generally within six (6) months), the position may be filled with a previously submitted application and not posted again and new applications need not be accepted.

#### **4.5 External Application Process**

The City of Arkansas City only accepts applications and/or resumes for positions that the City currently has open and available. It is necessary that all external candidates apply for the desired position through the City's formal application process (online application for employment) by the application close date.

#### **4.6 Internal Application Process**

The City of Arkansas City encourages current employees to apply for higher-level positions or lateral transfers for which they qualify. Internal candidates should complete an Internal Application form and, in addition, may be asked to submit a resume. Forms can be obtained from the Human Resources Division. Internal Applications must be turned in to the Human Resources Division by 5:00 P.M. on the application close date.

#### **4.7 Application Process Misrepresentations**

If an applicant willfully makes false statements or representations during any part of the application process, the applicant may be disqualified from the hiring process. If it is discovered, after an applicant is extended a job offer or is hired, that he or she willfully made false statements or representations during the hiring process, the City may terminate the offer or employment at any time.

#### **4.8 Minimum Employment Age**

All administrative support positions within the City shall be filled by employees who are at least sixteen (16) years of age. In the case of employment of anyone younger than eighteen (18) years of age the City will follow all applicable child labor laws. Police Officer positions shall be filled with employees who are at least twenty-one (21) years of age. All other positions within the City shall be filled with employees who are at least eighteen (18) years of age.

#### **4.9 Bonding**

If your employment with the City of Arkansas City requires you to handle other people's property or to deal with money in any capacity, the City of Arkansas City may require that you be Bonded. It is your responsibility to assure that you are Bondable. The City will pay the cost of Bonding. Should you fail to maintain these qualifications, you will be subject to transfer to another position, if available, or dismissal.

#### **4.10 Entry Level Wage/Salary**

A new employee normally will enter employment at the Minimum, Regular Pay Rate of Pay established in the appropriate Pay Range/Pay Ordinance for the applicable position unless it is determined the new employee, through knowledge, skills, ability and/or experience merits additional compensation.

#### **4.11 Nepotism**

Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship the City has set forth these guidelines:

- 1) No employee shall be or remain employed in a Department if any employee in their supervisory chain is a member of their immediate family; and,
- 2) No employee shall be considered for employment in any Division if a member of their immediate family is employed within such Division.

For the purpose of this policy, immediate family includes:

- Spouse
- Domestic Partner
- Child
- Step-Child
- Grandchild
- Step-Grandchild
- Daughter-in-Law
- Son-in-Law
- Parent
- Step-Parent
- Parent-in-Law
- Grandparent
- Step-Grandparent
- Grandparent-in Law
- Brother
- Sister
- Step-Brother
- Step-Sister
- Brother-in Law
- Sister-in-Law

If two (2) employees within the same departmental supervisory chain marry or otherwise become members of each other's immediate families, while employed by the City, an attempt will be made to transfer one (1) such employee to another department. If no opening exists or neither employee is qualified for available openings, the employment of one (1) of the employees may be terminated upon six (6) months' notice. Determination of which employee will need to leave employment with the City is at the discretion of the City Manager based on the business needs of the City.

## Chapter 5

### New Employee Information

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Date Effective: 1/1/22

#### **5.1 Loyalty Oath**

In accordance with K.S.A. 75-4308, all City employees shall subscribe to and sign/date the following oath:

***I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Kansas and faithfully discharge the duties of (position). So help me God.***

For those having religious or conscientious objections to the above oath the affirmation below is sufficient per K.S.A. 54-103, 54-104:

***I do solemnly, sincerely and truly declare and affirm that I will support the constitution of the United States and Constitution of the state of Kansas, and faithfully discharge the duties of (position) and I do this under the pains and penalties of perjury.***

Upon employment with the City, the Human Resources Division will dispense the Loyalty Oath to all new employees.

#### **5.2 Job Descriptions**

The City strives to maintain a Job Description for each position. Job Descriptions prepared by the City serve as an outline only. Due to the needs of operations, employees may be required to perform job duties not within the written Job Description. Furthermore, the City may have to revise, add to or delete from job duties according to needs. On occasion, the City may need to revise Job Descriptions with or without advance notice to employees.

If you have any questions regarding a Job Description, or the scope of duties, you should speak with your supervisor or department/division head. If you do not have a copy of the current Job Description, please request one from the Human Resources Division. Job Descriptions are available for review at any time.

#### **5.3 Political Activity**

The City recognizes and respects the rights of its employees to participate in the political process. Every employee has the right to register and vote in all elections.

##### **5.3.a City Commission Elections**

Employees are prohibited from participating actively in or endorsing campaigns involving the election of any City governing body members.

##### **5.3.b. Other Elections**

Employees are prohibited from participating in any campaign activity while at work or utilizing City property. This shall include, but is not limited to the following:

1. Soliciting political contributions;

2. Wearing or displaying political badges, buttons or signs on their person or on City property; and/or,
3. Forwarding or disseminating electronic communications supporting or disparaging a political figure or party.

**5.3.c. Policy Limitations**

This shall in no way encroach on the right of other members of an employee’s family or household to be able to exercise their First Amendment rights. Nothing in this policy prohibits an employee from putting a political or campaign sign in their yard or on their property, including any display on personal vehicles.

**5.4 Dress Code and Personal Appearance**

Please understand that you are expected to dress and groom yourself in accordance with accepted social and business standards, particularly if your job involves dealing with customers/citizens or visitors in person.

A neat, tasteful appearance contributes to the positive impression you make on our customers/citizens. You are expected to be suitably attired and groomed during working hours or when representing the City. A good, clean appearance bolsters your own poise and self-confidence and greatly enhances the City’s image.

Personal appearance should be a matter of concern for each employee. If your supervisor feels your attire and/or grooming is out of place, you may be asked to leave your workplace until you are properly attired and/or groomed.

Please note all departments/divisions have the ability to designate and enforce their own dress code and personal appearance requirements.

**5.5 Smoking, Vaping and Chewing Tobacco**

It is the policy of the City to comply with all applicable federal, state and local regulations regarding smoking in the workplace and to provide a work environment that promotes productivity and the well-being of its employees.

Smoking and vaping shall not be permitted in any City building or enclosed facility, including but not limited to community buildings, treatment plants, concession areas and restrooms. Tobacco use and e-cigarettes (vaping) are prohibited in city vehicles.

Smoking and vaping shall be permitted only at a reasonable distance of ten (10) feet outside entrances, operable windows and ventilation systems so as to insure that tobacco smoke and vaping odors do not enter those areas.

While using any tobacco and e-cigarette products, employees are not to foul areas immediately adjacent to entrances to buildings, with smoke or debris.

Unless specifically authorized by the department/division head use of chewing tobacco is not permitted. In cases where the use of chewing tobacco is authorized by the department/division head employees shall not use chewing tobacco in situations where the use of such would be inappropriate (e.g., in view of the public, meetings, trainings, etc.).



While using chewing tobacco, employees are expected to be very courteous and always properly dispose of the chewing tobacco waste receptacle. At no time are these waste receptacles to be left in city vehicles or stored in the view of others.

### **5.6 Outside Employment**

There are times when employees of the City may find the need or desire to obtain Outside Employment or operate a business of their own. An employee is considered to have Outside Employment if he or she receives a W-2 (from anyone other than the City of Arkansas City) and/or 1099 tax document(s). An employee is also considered to have Outside Employment if he or she files a Schedule C (IRS Form 1040) tax document for a sole proprietorship.

Employees of the City of Arkansas City may have Outside Employment if the following conditions apply:

1. There is no conflict with assigned City work hours;
2. The employee's safety, effectiveness and productivity is not adversely affected;
3. The employee causes no safety concerns for others; and/or,
4. There is no conflict with the interests of the City of Arkansas City.

These conditions will be reviewed/considered by the department/division head and/or City Manager.

Should Outside Employment begin to interfere with the employee's duties at the City the department/division head will request that the employee take whatever action is necessary to eliminate further interference.

Whenever duty, including extra duty and Call-Out duty for City employment is necessary, such status shall take precedence over Outside Employment. In the event Outside Employment interferes with the employee's City job, the department/division head will request the employee take whatever action is necessary to eliminate further interference.

No City employee shall use the power, prestige or influence of his or her position with the City to obtain Outside Employment or personal advantage.

If your financial situation requires you to hold a second job, Part-Time or Full-Time, or if you intend to engage in a business enterprise of your own, the City would like to know about it. Before accepting any Outside Employment you are encouraged to discuss the matter with your department/division head.

### **5.7 Response Time Requirements**

Some positions have Response Time Requirements. If you are newly placed in a position with a Response Time Requirement you will have up to six (6) months from the date of placement in the new position to comply with the applicable Response Time Requirements.

### **5.8 Telephone Service Requirements**

All employees are asked to maintain active telephone service and make that telephone number available to the City at any given time.

### **5.9 Gifts**

Employees may not solicit any gifts, gratuities, loans or fees when there is any direct or indirect connection between the solicitation and their City employment.

Employees may not accept, from any third party, either directly or indirectly any gifts, gratuity, loan, fee or any other thing, unless de minimis (lacking significance or importance) in value, arising from or offered because of, or in connection with, any City employment activity.

Employees may not accept any gift, gratuity or other thing of value, the acceptance of which might directly or indirectly influence any manner of official business, or which might adversely reflect on the City or any employee.

No employee will receive any gift or gratuity from other employees junior in rank, unless de minimis (lacking significance or importance) in value, without the express permission of the City Manager.

Employees may not accept any gift, gratuity, reward in money or other considerations for services in the line of duty to the community, or to any person, business or agency, except lawful salary and that authorized by the State of Kansas.

### **5.10 Misuse of Official Badges and/or Credentials**

Employees who wear a badge, uniform or other official insignia or bear credentials as evidence of their authority may not permit these to be worn or used by any other person, or to otherwise leave their possession, without approval of the department/division head. Under no circumstances may these items be used for personal gain. They are to be used only for official City business.

### **5.11 Personal and Romantic Relationships**

Social relationships may develop between employees from time to time. Although such consensual relationships are a matter of personal choice, any adverse effect that such relationships might have in the workplace may lead to disciplinary action up to and including termination. Any such relationship will be considered to have an adverse effect in the workplace if:

1. It interferes with or materially and adversely affects an employee's work performance, objectivity, judgment, professionalism, business reputation or ability to conduct himself or herself in an appropriate business manner; and/or,
2. It adversely affects the work environment of other employees; and/or,
3. It results in any claim of Sexual Harassment.

In no case shall a supervisor have a romantic relationship with a subordinate.

### **5.12 Criminal Activities and/or Arrests**

Involvement in criminal activity while employed with the City may result in disciplinary action, including suspension or termination of employment. Disciplinary action will depend upon a review of all factors involved, including whether or not the employee's action was work-related, the nature of the act or circumstances that adversely affect attendance or performance. Any disciplinary action is not dependent upon the disposition of any court case.

Employees are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled as a result of an arrest may lead to disciplinary action, up to and including termination of employment, for violation of the Attendance policy or Job Abandonment.

Any disciplinary action taken will be based on information that is reasonably available. This information may come from witnesses, police or any other source as long as management has reason to view the source as credible.

The City of Arkansas City maintains Employee Records concerning each employee in keeping with federal and state regulations and as a source of information for the effective administration, development and utilization of human resources. Personnel information is maintained according to standard business practices and with access to information limited to persons on a valid, business related, need to know basis.

Records kept in the Human Resources Division are the official Employee Records. All Employee Records will be kept in the Human Resources Division offices; will be kept locked and protected against loss, tampering and unauthorized use; and may not be removed from the offices without the approval of the Human Resources Director or City Manager.

Employee Records are the City's property and are considered to be confidential. Removal of any records/documents from an employee's Personnel Record is not allowed.

## Chapter 6

### Employee Records and Administration

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Date Effective: 1/1/22

#### **6.1 Personnel Record(s)**

Keeping your Personnel Record up to date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the items listed below, please be sure to notify the Human Resources Division as soon as possible:

1. Legal name;
2. Current home address;
3. Current telephone number;
4. Emergency contact information (including current telephone number of emergency contact);
5. Number of dependents;
6. Marital status;
7. Current beneficiary(ies);
8. Driving record or status of driver's license (if you operate any the City of Arkansas City vehicles);
9. Military or draft status;
10. Elections on your W-4 (federal) tax form;
12. Exemptions on your K-4 (state) tax form;
11. Training certificates; and/or,
12. Professional licenses.

#### **6.1. Family Status Change**

Upon experiencing a family status change, please notify the Human Resources Division within sixty (60) days for benefit modifications, if necessary.

Change in family status is when an employee's benefits may change as a result of one (1) or more of the following qualifying life events:

- 1) Legal marital status change
  - a. Marriage;
  - b. Death of spouse;
  - c. Divorce;
  - d. Legal Separation; and/or
  - e. Annulment.
  
- 2) Addition or reduction in the number of dependents
  - a. Birth;
  - b. Adoption; and/or
  - c. Death.

## **6.2 Medical Records File**

All medical records will be kept in a separate confidential file. The City maintains this information in the strictest confidence and will not use or disclose medical information about an employee without the employee first having signed an authorization form permitting such use or disclosure.

## **6.3 Satellite File**

Supervisors may establish and maintain a working Satellite File for their employee(s). All Satellite Files will be kept in a locked and secured area. No other employee may have access to these records with the exception of employees who are in the direct line of supervision or employed in the Human Resources Division.

When an employee is transferred to a different department/division the Satellite File should be transferred by the current department/division head to the new department/division head of the employee. Upon Separation from employment Satellite Files shall be turned over to the Human Resources Division.

Only one (1) Satellite File per employee will be maintained at any given time.

Satellite Files may include the following:

- 1) Performance documentation;
- 2) Disciplinary documentation;
- 3) Attendance documentation (not to include medical information such as doctor's excuses, etc.); and,
- 4) Return to work documentation/instructions from HR (not to include actual doctor's notes).

## **6.4 Access to Employee Records**

The following may have access to an Employee Record:

- 1) Employees may examine their own Employee Records. (Such reviews will take place in the Human Resources Division offices in the presence of a Human Resources representative.);
- 2) Employees of the Human Resources Division;
- 3) The employee's immediate supervisor, up through the direct supervisory/management Chain of Command to the City Manager;
- 4) Prospective department/division heads of Internal Applicants; and,
- 5) Federal or state licensing, accrediting and regulatory agencies.

Employee Records and Satellite Files may not be removed copied or placed on any type of computer media without the authorization of the Human Resources Director. Employees reviewing their own files may take notes regarding the information contained in their files, but may not mark upon or make copies of the documents or remove anything from the files.

Upon an active employee's request, the Human Resources Director may provide an additional copy of the employee's Performance Evaluation(s) and/or Disciplinary Report(s) if such duplicate could have been given to the employee at the time initially presented.

With the exception of records of immunization or training, no documents will be released to former employees.

#### **6.4.a Overall General Access to Personnel Information**

Employee Records contain confidential information about employees of the City of Arkansas City. With the exception of routine verification of employment, to meet legal requirements or to meet requirements for licenser or accreditation, the contents of Employee Records may not be released to any outside source without the employee's written consent or a subpoena.

#### **6.4.b Internal Sharing of Personnel Information**

It is the intent of the City of Arkansas City that certain information be guarded very closely.

This information includes employee social security numbers, dates of birth and earnings information. This information will be provided to individuals only on a valid, business related, need-to-know basis or when otherwise required by law.

If this type of information is released, upon completion of the necessary activity in which this information is required, the information shall be destroyed promptly by the person(s) receiving the information.

### **6.5 Personnel File Custody**

All Employee Records including Medical Files and Satellite Files are the property of the City of Arkansas City.

### **6.6 Personnel Record Retention**

The Human Resources Division will maintain Personnel Records (either paper-based and/or electronic) according to the following schedule:

- Investigation files will be maintained permanently.
- Employee Records and Medical Files will be kept forty (40) calendar years after separation from employment.
- Effective January 1, 2017, Employee Records and Medical Files will be stored electronically at the time of Separation. Paper-based copies will be maintained three (3) years post-separation and electronic files will be maintained forty (40) years, and then destroyed.
- Workers' compensation files will be kept thirty (30) years after separation.
- Effective January 1, 2017, paper-based Workers' Compensation files will be maintained five (5) years post-separation, and electronic files will be maintained thirty (30) years, and then destroyed.

## Chapter 7

### Employment Classifications

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Date Effective: 1/1/22

#### **7.1 Position Classification Plan**

This Position Classification Plan is to be utilized for the determination of employee status by the City and is in no way intended to affect employee status and benefits eligibility defined by the Patient Protection and Affordable Care Act (PPACA).

No City employee shall be placed in an employee status or classification that is not established and recognized in the Position Classification Plan.

#### **7.2 Full-Time**

Full-Time positions are those where employees—with some exceptions in the Police Department and the Fire/EMS Department, as noted below—are regularly scheduled to work at least forty (40) hours in a Work Week on a continuing basis.

Commissioned police positions characterized by Work Period scheduling are considered to be Full-Time when regularly scheduled to work at least eighty (80) hours in a fourteen (14) day Work Period that coincides with the Payroll Period. All other Police Department positions are regularly scheduled to work at least forty (40) hours in a Work Week on a continuing basis.

Fire/EMS Department positions characterized by Work Period scheduling are considered to be Full-Time when regularly scheduled to work at least ninety-six (96) hours in a fourteen (14) day Payroll Period. All other Fire/EMS Department positions are regularly scheduled to work at least forty (40) hours in a Work Week on a continuing basis.

Full-Time employees are subject to all rules and regulations, and are entitled to all applicable employee benefits, as described in this Employee Manual.

#### **7.3 Part-Time**

Part-Time positions are those where employees—with some exceptions in the Police Department and the Fire/EMS Department, as noted below—are scheduled to work less than forty (40) hours in a Work Week on a continuing basis.

Commissioned police positions characterized by Work Period scheduling are considered to be Part-Time when regularly scheduled to work less than eighty (80) hours in a fourteen (14) day Work Period that coincides with the Payroll Period.

Fire/EMS positions characterized by Work Period scheduling are considered to be Part-Time when regularly scheduled to work less than ninety-six (96) hours in a fourteen (14) day Payroll Period.

Part-Time employees are subject to all rules and regulations, and are eligible for Injury Leave for work-related injuries, as described in this Employee Manual, as well as KPERS and/or KP&F benefits if employed in a KPERS or KP&F covered position.

#### **7.4 Temporary/Seasonal**

Employees who work on a Temporary/Seasonal basis are those whose employment is not intended or expected to exceed five (5) months in any calendar year. These employees are not eligible for any benefits except those required by law.

#### **7.5 Contract**

Contract positions are those where people work for the City on a contracted basis and do not have employee status. They are governed by the terms and conditions of their contract and not by these rules and regulations; unless specifically incorporated into the contract.

#### **7.6 Elected Officials**

Members of the Governing Body are not employees of the City and this Employee Manual does not apply to them.

#### **7.7 Internships**

From time to time, the City will offer Internships to students on a periodic basis to assist with various projects as the need arises. No Intern shall be employed for longer than five (5) months in any calendar year. All Interns must be at least sixteen (16) years of age and may not be used to displace a regular employee or occupy a vacant open position.

The employee status of Interns will depend on the type of Internship offered. At times, Interns will not qualify as employees and will not be paid. However, all Interns will be required to abide by all City rules and regulations. Interns will not necessarily be guaranteed a job upon completion of their Internships and/or their education and must apply for an open position to be considered for employment.

#### **7.8 Volunteers**

Volunteers are unpaid individuals performing services for, or on behalf of, the City. This Employee Manual does not apply to Volunteers.

#### **7.9 Fair Labor Standards Act (FLSA) Status**

##### **7.9.a Non-Exempt Employees**

You will be classified as either "Exempt" or "Non-Exempt." This is necessary because, by law, employees in certain types of jobs are entitled to Overtime Pay for hours worked in excess of forty (40) hours per Work Week (or a predetermined number of hours in a Work Period for certain employees of the Police Department and the Fire/EMS Department) and Minimum Wage requirements as well. These employees



are referred to as "Non-Exempt" in this Employee Manual. This means that they are not exempt from the Fair Labor Standards Act (FLSA), and therefore should receive Overtime Pay, when eligible.

Note: See the section of this Employee Manual titled "Compensation Plan" for a full description of Overtime Payment policies.

### **7.9.b Exempt Employees**

Exempt employees are managers, executives, professional employees, technical employees, outside sales representatives, officers, directors, owners and others whose duties and responsibilities allow them to be "Exempt" from Overtime Pay and Minimum Waged provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws.

Note: See the section of this Employee Manual titled "Compensation Plan" for a notification of Corrective Action for Improper Deductions (Exempt Positions).

## Chapter 8

### Position Movement

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Date Effective: 1/1/22

#### **8.1 Promotion**

A Promotion means that the employee is moving to a new position with increased responsibilities; the position is in a higher Pay Range in the same established job family as the former position. (e.g., Parks & Facilities Maintenance Worker and Parks & Facilities Lead).

An employee who is Promoted shall be entitled to retain all unused leave balances; provided however, that accrued balances may be paid out if the Promotion is from a position that accrues a particular type of leave to a position that does not (e.g., Compensatory Time is accrued in some Non-Exempt positions, but not accrued in Exempt positions).

The Performance Evaluation schedule for a Promoted employee shall be adjusted to reflect the date of the Promotion. Performance Evaluations will be completed for Promoted employees after one (1) year of service in the new position. Employees will be eligible for a Merit Increase after completion of one (1) year in the new position.

Should a Promoted employee be unable to perform satisfactorily in the new position, the employee may be returned to his or her previous position and previous pay or a reasonably comparable position, provided if such an opening is available.

#### **8.2 Transfer**

A Transfer means a Lateral Transfer or a Non-Lateral Transfer:

- a) Lateral Transfer - Movement of an employee from one position to another with the same Pay Range.
- b) Non-Lateral Transfer - Movement of an employee from one position to another with a higher or lower Pay Range.

Any employee may request a Transfer at any time when a vacancy exists for which the employee desires consideration. With the approval of the City Manager, a Transferred employee may be paid at or above the Minimum entry level of the new Pay Range depending on the employee's qualifications for the new position.

An employee who Transfers from one position to another shall be entitled to retain all unused leave balances provided that the unused balances may be paid out if the Transfer is to a department or position that does not accrue a particular type of leave (e.g., Holiday Banked Leave is not accrued in most departments).

The Performance Evaluation schedule for a Transferred employee shall be adjusted to reflect the date of the Transfer. Performance Evaluations will be completed for Transferred employees after one (1) year of service in the new position. Employees will be eligible for a Merit Increase after completion of one (1) year in the new position.

### **8.3 Demotion**

A Demotion is a downward movement of an employee from one position to another within an established job family (e.g., Parks & Facilities Lead to Parks & Facilities Maintenance Worker), whether based on inability to perform assigned duties satisfactorily, disciplinary reasons, changes in the City's workforce needs or lack of work or funds. Demotion does not include placement of an employee in a position at a lower Pay Range within an established job family at the employee's request, which will be considered to be a Non-Lateral Transfer.

Employees who are Demoted or request a Non-Lateral Transfer to a lower paying position will be paid at the Maximum for the position to which they are demoted or ninety-seven percent (97%) of their pay immediately before said Demotion, whichever provides the greater reduction.

An employee who is Demoted shall retain all unused leave balances, provided that the unused balances may be paid out if the Demotion is to a department or position that does not accrue a particular type of leave.

The employee's Performance Evaluation date will be adjusted to reflect the date of Demotion. Performance Evaluations will be completed for Demoted employees after one (1) year in the new position. Demoted employees will be eligible for Merit Increases after completion of one (1) year in the new position.

### **8.4 Reclassification**

Reclassification means the re-evaluation and reassignment of a position to assure that the Pay Ordinance accurately reflects the value of the position. A position may be reassigned either upward to a higher Pay Range or downward to a lower Pay Range. Reclassification does not constitute either Promotion or Demotion.

An employee whose position is Reclassified shall be entitled to retain all unused leave balances, provided that unused balances may be paid out if the Reclassification includes a change in the ability to accrue certain leave balances (e.g., Compensatory Time is accrued in some Non-Exempt positions, but not accrued in Exempt positions).

The Performance Evaluation date of an employee whose position is Reclassified will not change.

### **8.5 Interim Placement**

When there is a need to place a current employee in a higher position due to an opening, absence or the inability of the employee currently in the position to perform the essential functions of the position, an employee may be placed in a position on a temporary Interim basis. The employee placed temporarily in the position must meet the minimum requirements for the elevated position.

Any Merit Increases during the employee's Interim Placement will be calculated utilizing the original level of compensation in the position immediately preceding the Interim Placement. Merit Increases may not place the employee over Maximum for the original position; however, Interim Placement Compensation may do so.

At the end of the temporary Interim Placement, the affected employee's compensation will be reduced to its original level, including any Merit Increases, but excluding the Interim Placement compensation and not to exceed the Maximum on the corresponding Pay Range.

## Chapter 9

### Compensation Plan

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Date Effective: 1/1/22

#### **9.1 Basis for Determining Rate of Pay**

Several factors may influence your Regular Pay Rate of Pay. Some of the items the City considers are the nature and scope of your job, what other employers pay their employees for comparable jobs (External Equity), what the City of Arkansas City pays their employees in comparable positions (Internal Equity) and individual performance as well as the City budget.

#### **9.2 Pay Ordinance**

The City Commission adopts a Pay Ordinance, which shall be on file and available for review in the Human Resources Division offices. The Pay Ordinance establishes Minimum, Mid-Range and Maximum (MIN, MID and MAX) rates of pay for each position within the City.

All employees are to be paid within this range except that employees, at the discretion of the City Manager, may be allowed to remain at their current Regular Pay Rate of Pay if the Pay Range for their position is reduced.

#### **9.3 Pay Range**

A designated scale of compensation directly related to assigned positions. Each Pay Range designates the Minimum, Mid-Range and Maximum rates of pay for each position.

##### **9.3.a Minimum Rate**

The lowest Regular rate of pay for any given position.

##### **9.3.b Mid-Range Rate**

The midpoint rate of pay directly between Minimum Range and Maximum Range for any given position.

##### **9.3.c Maximum Rate**

#### **9.4 Cost of Living Adjustments (COLA)**

The City Commission may, at any time, adjust all Pay Ranges by a specified percentage to reflect changing economic conditions relative to the cost of living. Any such Cost of Living Adjustment (COLA) will be at the same percentage rate for all eligible employees. Cost of Living Adjustments will become effective on a date to be determined by the City Manager.

#### **9.5 Merit Increase**

The City has an established system for Performance Evaluation that can provide employees with Merit Increases in compensation.

Note: See the section of this Employee Manual titled "Performance Evaluation and Merit Increase" for more information.

## **9.6 Fair Labor Standards Act (FLSA)**

The City complies with all requirements of the Fair Labor Standards Act (FLSA).

### **9.6.a. Minimum Wage**

The City complies with all state and federal Minimum Wage requirements.

### **9.6.b. Base Pay Rate**

The Base Pay Rate is an employee's guaranteed annual, monthly, weekly or hourly pay. The Base Pay Rate does not include such additional compensation as Overtime Pay, Premium Pay or Longevity Pay that is paid to employees in the corresponding Work Week or Work Period.

### **9.6.c. Regular Pay Rate**

An Employee's Regular Pay Rate is the equivalent of the employee's Base Pay Rate plus additional compensation paid to an employee for the Work Week or Work Period. All compensation for work performed paid to the employee, except payments specifically excluded and/or as allowed by law, shall be included in the employee's Regular Pay Rate.

### **9.6.d. Premium Pay**

Premium Payments are payments made by the City for work in excess of or outside of specified daily or weekly standard Work Weeks or Work Periods.

Premium Pay is paid at a rate of at least one-and-one-half (1½) times the employee's Base Pay Rate. Premium Pay is excluded from the Regular Pay Rate for purposes of calculating the Overtime Pay rate. Premium Payments shall be credited toward any Overtime Pay owed to an employee for that same Work Week or Work Period. Premium Payments cannot be converted to Compensatory Time.

Fire/EMS Department employees working under the 7(k) Exemption (Work Period Method) will be paid Premium Pay for Call-Outs (being called-back to work after leaving the station and before you are scheduled to return to the station for your next shift) and stand-by, such as rodeos and football games.

Police Department Employees working under the 7(k) Exemption (Work Period Method) will be paid Premium Pay for activities such as DUI and seatbelt checkpoints as well as stand-bys, such as rodeos and football games.

All Non-Exempt employees Called-Out on an Official City Holiday will be paid Premium Pay for a minimum of two (2) hours or the total number of hours worked on the Official City Holiday, whichever is greater. Please consult with your department/division head to confirm if Premium Pay is paid for any particular work assignment.

### **9.6.e. Overtime Pay**

Overtime hours worked are paid at a rate of at least one-and-one-half (1½) times the employee's Regular Pay Rate.

The Overtime threshold for employees in Non-Exempt positions (Except Police and Fire/EMS Department employees working on a 7(k) Exemption (Work Period Method)) is forty (40) hours in a Work Week. Employees, other than those excepted above, will receive Overtime Pay for all hours worked in excess of forty (40) hours in the defined Work Week, unless the excess hours have already been satisfied with the payment of Premium Pay.

### **9.6.e.1. 7(k) Exemption (Work Period Method)**

Police

Per the FLSA 7(k) Exemption (Work Period Method) requirements which allow for a modified Work Period in calculating Overtime compensation, the Overtime threshold for commissioned Police Officers is eighty-six (86) hours in a fourteen (14) consecutive day Work Period. Commissioned Police Department personnel will receive Overtime Pay for all hours worked in excess of eighty-six (86) hours in a fourteen (14) consecutive day Work Period unless the excess hours have already been satisfied with the payment of Premium Pay.

Fire/EMS

Per the FLSA 7(k) Exemption (Work Period Method) requirements, which allow for a modified Work Period in calculating Overtime compensation, the Overtime threshold for non-exempt employees engaged in fire protection activities is one-hundred-six (106) hours in a fourteen (14) consecutive day Work Period. These employees will receive Overtime Pay for all hours worked in excess of one-hundred-six (106) hours in a fourteen (14) consecutive day Work Period, unless the excess hours have already have been satisfied with the payment of Premium Pay.

**9.6.e.2. Overtime Scheduling**

No employee should work more than his or her scheduled hours without prior authorization to do so by a supervisor. All Overtime must be approved in advance by your supervisor.

When Overtime work is required and volunteers within the department, who are capable of performing the task are not available, the department/division head shall at his or her discretion, assign the Overtime work to the employees he or she deems are best suited for the task.

The City may make Overtime work mandatory at any time should the need arise. An effort within all departments will be made to offer Overtime work equally to all eligible employees.

**9.6.e.3. Paid Leave and Overtime Threshold**

If, during that Work Week or Work Period, you were away from the job and used any type of accrued, paid leave (except Holiday Pay ), those accrued, paid leave hours will not be counted as hours worked for the purpose of computing eligibility for Overtime Pay.

**9.6.f. Compensatory Time**

Compensatory Time is paid time off that is earned and accrued by an employee in lieu of immediate cash payment for working in excess of the statutory hours for which Overtime Pay is required by law.

All employees who are eligible for Overtime compensation may elect to receive Compensatory Time off, except Fire/Emergency Medical Service (EMS) Department personnel who are not eligible for Compensatory Time off.

Eligible employees may elect to receive Compensatory Time Off at a rate of not less than one-and-one-half (1½) hours for each Overtime hour worked in lieu of cash Overtime compensation. The City may require an employee to use his or her accumulated Compensatory Time in order to reduce the banked hours at any time.

9.6.f.1. Compensatory Time Maximum Accrual

All eligible employees may accrue up to forty (40) hours of Compensatory Time. Any accumulation in excess of this set maximum number of hours shall be paid on the next Payroll Check.

9.6.f.2 Compensatory Time Utilization

Employees will be entitled to take Compensatory Time off within a reasonable time of earning it, except when the employee’s absence would impose an unreasonable burden on the department’s ability to provide services for the public of an acceptable quality and quantity.

If Compensatory Time off cannot be scheduled (1) prior to the accumulation of forty (40) hours the City shall pay the employee for the unused Compensatory Time in cash wages on the corresponding Payroll Check.

9.6f.3. Compensatory Time Separation Payments

Upon Separation, all accrued Compensatory Time off will be paid based upon the higher of either (1) the employee's final Regular Pay Rate of Pay, or (2) the employee's average Regular Pay Rate received over the prior three (3) years. Employees may not request cash payment for accumulated Compensatory Time during active employment.

**9.6.g Substitution**

City employees in the Public Services, Environmental Services, Fire/Emergency Medical Services (EMS) and Police Department(s) may agree, solely at their option and subject to the approval of the City, to engage in a short-term exchange of work schedules between employees with corresponding duties and who work opposite shifts.

The agreement to stand in for one another is an agreement between the two (2) employees who are substituting for one another whereby each is held accountable to the other for payback of time. The department/division head must be aware of the Substitution arrangement prior to the work being done. This shall include notice of what work is being done, by whom it is being done and where and when it is being done. Approval is required before any employee substitutes for another employee.

Qualified employees (working in the same capacity with the same job title) may substitute up to the equivalent of one (1) shift per Payroll Period (predetermined period of fourteen (14) consecutive, calendar days). The non-working, substituted-for employee may only be substituted-for up to the equivalent of one (1) shift per Payroll Period. Likewise, the substituting employee may only substitute for up to the equivalent of one (1) shift per Payroll Period.

The City does not keep a record of substitute work except to ensure that the substitution does not exceed the limitations set forth in this policy.

The Substitution hours shall be excluded in the calculation of the hours to which the substituting employee is entitled.. The Substitution hours shall be included in the calculation of the hours to which the non-working, substituted-for employee is entitled. In such a case in which the substituting employee exceeds the Regularly Scheduled Work Shift (of the non-working, Ssubstituted-for employee), the substituting employee, not the non-working and substituted-for employee, will receive the necessary Overtime compensation.

In any case where the substituting employee fails or is unable to substitute for the non-working, substituted-for employee as agreed, the non-working, substituted-for employee must use the appropriate leave time to cover his or her absence.

The City shall incur no additional wage responsibility or accrue any additional benefit liability because of a Substitution. A default in payback of time shall be solely between the involved employees and shall not obligate the employer for reimbursement.



### **9.7 Fair Labor Standards Act (FLSA) Exempt**

The Fair Labor Standards Act (FLSA) does not require Overtime to be paid to individuals working in FLSA Exempt positions. The City will determine those positions that are exempt from the Fair Labor Standards Act according to Department of Labor guidelines.

#### **9.7.a. Corrective Action for Improper Deductions (Exempt)**

The City will reimburse any individual working in a Fair Labor Standards Act (FLSA) Exempt position whose pay is reduced in violation of the FLSA. If you feel your pay has been improperly reduced, please notify the Human Resources Division. The City strictly prohibits any acts of retaliation toward employees who report improper pay reductions.

### **9.8 Rest Periods/Breaks**

Employees who work a normal eight (8) hour work shift may be granted up to two (2) fifteen (15) minute, paid Rest Periods/Breaks each day. Each department/division head will set department policy regarding paid Rest Periods/Breaks. Such policy shall recognize that work demands may take precedence over paid Rest Periods/Breaks. Schedules and locations for Rest Periods/Breaks may vary to fit the work schedule and location.

### **9.9 Meal Periods**

Bona fide Meal Periods typically lasting thirty (30) minutes or more are not considered time worked and are not considered compensable time. Schedules and locations for unpaid Meal Periods may vary to fit the work schedule and location.

### **9.10 Longevity Pay**

Full-Time employees who have completed three (3) years of continuous, Full-Time service with the City will receive an additional five-dollars (\$5.00) each Payroll Period in recognition of their service. An additional one dollar (\$1.00) will be added to each Payroll Check for each additional, complete year of continuous, Full-Time service beyond the initial three (3) years.

Longevity Pay and increases to Longevity Pay will become effective within the Payroll Period that contains the employee's Full-Time Anniversary Date. This will be the Anniversary Date of hire or placement in a Full-Time position.

Longevity Pay shall be included in an employee's Regular Pay Rate for purposes of calculating the employee's Overtime Pay rate.

### **9.11 Call-Out Pay**

A Call-Out is defined as an unscheduled request made by an appropriate management official for a Non-Exempt employee to return to work after leaving the building or work location at the end of his or her Regularly Scheduled Work Shift and before the beginning of the next Regularly Scheduled Work Shift.

You will need to receive a directive from the department/division head or supervisor in charge before responding to a Call-Out.

Should you be "Called-Out" you will be paid for the time worked, including travel time (to the worksite only this does not include the return trip), or a minimum of two (2) hours, whichever is greater. Should you complete the job and leave the worksite before the two (2) hour minimum is exhausted any additional Call-Out(s) within the remaining time will be covered by that initial two (2) hour minimum.

The City shall compensate you for all hours worked during a Call-Out that exceeds the two (2) hour minimum at your Base Pay Rate unless the Call-Out places you in a Premium Pay or Overtime Pay eligible status.

**9.12 Court Pay**

Police Department employees required to report for court, when not otherwise scheduled (i.e. their regular day off) will receive a minimum of two (2) hours of pay. Should the time in court exceed the two (2) hour minimum, the employee will be paid for the time actually worked at the employee's Base Pay Rate, unless the time worked places the employee in an Overtime Pay eligible status.

**9.13 Interpreter Pay**

Employees called upon to provide Interpreter services on their day off will receive a minimum of two (2) hours of pay. Should the time spent interpreting exceed the two (2) hour minimum, the employee will be paid for all time actually worked at the employee's Base Pay Rate, unless the time worked places the employee in an Overtime Pay eligible status.

## Chapter Ten

# Performance Evaluation and Merit Increase

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Date Effective: 1/1/22

To effectively manage performance and potentially reward employees for acceptable, above average and exceptional performance, the City of Arkansas City has implemented a Performance Evaluation and Merit Increase policy.

Performance Evaluations may be conducted at any time to establish and document employee performance. At a minimum, an employee will be evaluated annually and may—at the discretion of the City Manager, when budgeted by the City Commission—be awarded a Merit Increase, if warranted by an employee’s performance.

Employees demonstrating exceptional performance may—at the recommendation of, and with documented justification provided by, their department/division head and at the sole discretion of the City Manager—be awarded a Merit Increase outside of the employee’s annual evaluation period.

The employee’s first annual Performance Evaluation shall cover the first year of employment. (In any case in which an employee has been Promoted, Demoted or Transferred within the first year of employment, see the procedure below.) If, at a minimum, the employee performed satisfactorily, the employee may, at the discretion of the City, be awarded a Merit Increase. Annual Performance Evaluations shall be completed annually thereafter based upon the employee’s hire date.

The employee’s first annual Performance Evaluation following a Promotion, Demotion or Transfer shall cover the first year in the new position. If, at a minimum, the employee performed satisfactorily, the employee may, at the discretion of the City, be awarded a Merit Increase. Annual Performance Evaluations shall be completed annually thereafter based upon the employee’s most recent Promotion, Demotion or Transfer date.

## Chapter 11

# Payroll Administration

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Date Effective: 1/1/22

### **11.1 Payroll Period**

The Payroll Period begins on a Saturday at 12:00 A.M. and ends fourteen (14) days later on a Friday at 11:59 P.M. In other words, the Payroll Period consists of the two (2) weeks ending at 11:59 P.M. on the Friday before each Friday Pay Date.

### **11.2 Pay Date**

The Pay Date is the date on which employees are paid on a biweekly basis and Payroll Checks are distributed (every other Friday).

### **11.3 Payroll Check**

The City's chosen method of payment to employees for wages earned, whether a Direct Deposit or Payroll Card, will be referred to as a "Payroll Check."

#### **11.3.a Direct Deposit**

The City requires that if you have a designated financial institution you will receive your wages through Direct Deposit. This is a deposit of wages directly into your bank account. On each Pay Date, you will receive a nonnegotiable statement of deposit showing the amount of the deposit and other detailed payroll information.

#### **11.3.b. Distribution of Payroll Check**

Payroll Checks are distributed to City employees biweekly on Friday. Payroll Checks will be made available to you, through your department, by 9:00 A.M. on each Pay Date. In the event a Pay Date falls on an Official City Holiday, you will receive your Payroll Check on the day preceding the Official City Holiday. The City cannot authorize the early release of any Payroll Check.

Payroll Checks may only be picked up by someone, other than the employee, with a signed note (from the employee) and acceptable identification provided to a City representative from the individual picking up the Payroll Check.

Special payrolls will not be performed unless approved by the Finance Department.

#### **11.3.c. Lost Payroll Check**

Should you lose a Payroll Check please notify the Finance Department as soon as possible. After the situation is reviewed, a new payment may be issued at the discretion of the Finance Department. You may be required to pay any charges incurred from the replacement of the particular Payroll Check, such as stop payment charges.

### **11.4 Error in Pay**

Every effort is made to avoid errors in your Payroll Check. If you believe an error has been made please contact the Finance Department. They will take the necessary steps to research the problem and assure that any necessary correction is made on the next, regular Pay Date.

### **11.5 Overpayment**

Overpayment of salary, hourly wages or other compensation, whether reported by the employee or discovered by a post audit, will need to be paid back to the City. Arrangements for repayment will be made as soon as possible.

### **11.6 Payroll Check Deductions**

The City of Arkansas City is required by federal and state laws to withhold certain Payroll Check Deductions from your Payroll Check. This includes income and the Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), as well as any other Payroll Check Deductions required under law or by court order for Wage Garnishments.

The amount of tax deductions will depend on earnings and the selections you have made on the federal Form W-4 and exemptions taken on the applicable state withholding form. You also may authorize voluntary Deductions from your Payroll Check, including contributions for insurance premiums, retirement plans, spending accounts or other services.

### **11.7 Wage Garnishments**

We hope you are able to manage your financial affairs so that we will not be obligated to execute any court-ordered Wage Garnishments. However, when court-ordered deductions are to be taken from your Payroll Check, you will be notified.

The City of Arkansas City acts in accordance with the federal Consumer Credit Protection Act and Kansas statute, which place restrictions on the total amount that may be garnished from your Payroll Check.

#### **11.7.a. Employer's Administrative Fee**

The City will need to deduct, from your Payroll Check, an Administrative Fee for withholding and paying creditor garnishments and wage withholdings (child or spousal support). The City will not deduct an Administrative Fee from employees for processing federal tax levies. The City will deduct five dollars (\$5.00) per withholding/garnishment per Payroll Period, not to exceed ten dollars (\$10.00) per month as an Administrative Fee for this service.

### **11.8 Time Keeping Systems/Time Clocks**

Employees, with the exception of Exempt employees, in departments/divisions that have Time Keeping Systems/Time Clocks are required to use these Time Keeping Systems/Time Clocks to record time worked. You are expected to clock in when you report to work and clock out when you leave work. Each episode of coming and going (e.g., lunch, appointments, etc.) needs to be reflected on the Time Card by punching in and/or out.

You are asked not to begin any work until you have clocked in. You are also asked not to continue to perform any work after clocking out. If necessary, adjustments reflecting all time actually worked or missed entries shall be written in on Time Cards and initialed by the employee.

Performing work not documented on your Time Card is prohibited. You must make every effort to assure all of your work time is accounted for and recorded.

**11.9 Time Cards**

Each individual is responsible for the completeness and accuracy of his or her own Time Card.

You are asked to complete the information accurately, including the amount of time worked or taken off on leave. Please sign or initial your Time Card prior to submission to your supervisor as this will indicate your agreement with the accuracy of the reported time.

If you will be unavailable on a planned absence please note the leave on your Time Card prior to the absence. You, as well as your supervisor and department/division head, are responsible for noting all leave used, the nature of the leave (i.e., Vacation, Sick, Personal Business, etc.) on the corresponding Time Card. In addition, you and your supervisor and department/division head are responsible for making certain the leave noted on the Time Card is available for your use.

Any misrepresentation of hours worked or leave taken by any employee may be seen as a serious matter and lead to disciplinary action, up to and including termination.

Under no conditions shall an employee punch a Time Card other than his or her own. This could be considered a serious matter and lead to disciplinary action, up to and including termination.

**11.10 Daylight Savings Time**

Work schedules for evening and/or night shifts must be adjusted to accommodate the change from Central Standard Time to Daylight Savings Time each spring and back to Central Standard Time from Daylight Savings Time each fall.

If the time change results in you working one (1) hour less than your Regularly Scheduled Work Shift, you will be paid for one (1) less hour or you may use accumulated leave time to compensate for the lost hour, if you wish. Otherwise, you will be paid only for the number of hours you actually worked.

If the time change results in you working an extra hour, you will be paid for the extra hour worked. If this causes you to be eligible for Overtime compensation, it will be paid to you.

**11.11 Effective Date for Payroll Changes**

All changes in compensation and/or status, except Longevity Pay, will become effective on the first day of the Payroll Period following the said action, with noted exceptions.

In such cases that your actual, physical Transfer, Demotion or Promotion occurs on any day other than the first day of a Payroll Period, due to employee or employer necessity, the City will make the payroll changes (regarding compensation and benefits) effective on the first day of the Payroll Period that is most beneficial to you, the employee.

Additionally, Merit Increases will become effective on the first day of the Payroll Period including the said action.

**11.12 Internal Revenue Service (IRS) Taxable Fringe Benefits**

It is the policy of the City to comply with the guidelines and rules set forth by the Internal Revenue Service (IRS) regarding the taxation of employee fringe benefits. Please see the Finance Department for further information.

**11.13 W-2 Forms**

W-2 Forms will be issued in accordance with the guidelines established by the Internal Revenue Service (IRS). It is each employee's responsibility to keep the employer informed of his or her current address.

W-2 Forms will be mailed to the last address on file for persons no longer employed by the City.

## Chapter 12

### Benefits

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Date Effective: 1/1/22

The City of Arkansas City is committed to offering a comprehensive benefits program for all eligible employees. In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits which will enhance your job satisfaction. We are certain you will agree the benefits program described in this Employee Manual represents a very large investment by the City of Arkansas City.

Many insurance plans and options can be confusing and complicated. That is why the City of Arkansas City has taken the time to carefully review the coverages and plans available. We have selected the plans we feel provide the best coverage for our employees. Please refer to the literature provided by our insurance companies for details on your coverage.

A good benefits program is a solid investment in City of employees. The City will periodically review the benefits program and will make modifications as appropriate to the City's condition. The City of Arkansas City reserves the right to modify, add or delete the benefits offered at any time.

#### **12.1 Children's Health Insurance Program Reauthorization Act (CHIPRA)**

The Children's Health Insurance Program Reauthorization Act of 2009 (CHIPRA) provides for special enrollment opportunities for employees and eligible dependents who are eligible for employer sponsored health coverage and are covered under a Medicaid plan or state Children's Health Insurance Program (CHIP), and lose eligibility under that plan; or employees and dependents who become eligible under a CHIP or Medicaid plan for premium assistance that can be used toward the cost of an employer plan.

Employees and dependents who are already enrolled in Medicaid or CHIP can contact the Kansas Medicaid office at [www.khpa.ks.gov](http://www.khpa.ks.gov) or 1-800-766-9012 to find out if premium assistance is available to help pay for Health Insurance premiums for the City's Health Insurance plan.

An employee who is not currently enrolled in Medicaid or CHIP, but believes he or she might be eligible for either of these programs can contact the Kansas Medicaid office or dial 1-877-kids now or go to [www.insurekidsnow.gov](http://www.insurekidsnow.gov) to find out how to apply.

Employees and dependents who become eligible for premium assistance under Medicaid or CHIP or who lose coverage under Medicaid or CHIP are provided with a special enrollment opportunity to enroll in the City's health plan within sixty (60) days of being determined eligible for premium assistance or of loss of Medicaid or CHIP coverage.

#### **12.2 Eligibility for Benefits**

If you are a Full-Time employee, you will enjoy all of the benefits described in this Employee Manual as soon as you meet the eligibility requirements for each particular benefit. Coverages are available to you and your dependents as defined in the benefit summary Official Plan Document(s).



If you are a Part-Time employee, an Intern or a Volunteer you will enjoy only those benefits specifically required by law (Possibly Workers' Compensation, Unemployment Compensation and FICA match only, if eligible).

If you are a Contract employee you will not be provided any benefits; unless, specified in the contract.

### **12.3 Official Plan Document(s)**

This Employee Manual does not change or otherwise interpret the terms of the official Plan Document(s). Employee rights can be determined only by referring to the full text of the official Plan Document(s) which are available for your examination from the Human Resources Division.

To the extent that any of the information contained in this Employee Manual is inconsistent with the Official Plan Document(s) the provisions of the Official Plan Document(s) will govern in all cases.

### **12.4 IRS Section 125/Cafeteria Plan/Pre-Tax Benefits**

Under the City's Cafeteria Plan (in accordance with Internal Revenue Code Section 125), an employee's contributions toward insurance benefits may be made on a before-tax basis, thus reducing the employee's taxable income and increasing "take home" pay. Please contact the Human Resources Division for more information.

### **12.5 Plan Year**

The Plan Year for the City's benefits begins on January 1<sup>st</sup> and ends on December 31<sup>st</sup> of every year.

### **12.6 Status Changes/Qualifying Events**

Because the City provides certain benefits on a tax-favorable basis, certain rules of the Internal Revenue (IRS) Code limit the City's ability to permit employees to make changes to benefit plans throughout the Plan Year.

If an employee experiences a Status Change or Qualifying Event, (please see the sample list below), the employee may be eligible to enroll in, or to change or waive coverage within sixty (60) days of the Status Change/Qualifying Event. The change must be in relation to the Qualifying Event.

***If an employee experiences any of the below changes, at any time, during the Plan Year, the employee is required to notify the Human Resources Division within sixty (60) days of the change. Failure to do so could result in refusal to drop any employee's and/or family members' coverage or to cover any newly eligible employee and/or newly eligible dependents.***

Examples of Status Changes/Qualifying Events include:

- Loss of coverage (loss of spouse's job which provided insurance);
- Obtaining coverage (spouse obtains job with insurance);
- Death of a family member;
- Birth or adoption of a child;
- Marriage;

- Divorce;
- Legal Separation;
- Child reaches maximum coverage age;
- Legal custody of a child; and/or,
- Employee or employee's spouse becomes eligible for Medicare.

### **12.7 Loss of Eligibility**

Any time an employee separates from employment with the City, or changes their employment status from Full-Time, eligibility for most benefits will cease.

Benefits eligibility generally will cease on the last day of the month in which an employee was actively employed in a Full-Time status and/or the end of the month in which an employee's Status Changed from Full-Time status unless otherwise specified by Plan Document(s).

### **12.8 Open Enrollment**

Open Enrollment generally is held during the months of November or December, with elected changes taking effect on the first day of the following January. During the Open Enrollment period, employees may elect to make a variety of changes to their selected benefit plans. These enrollment choices must hold for the rest of the year (Plan Year) unless family status or a spouse's job status changes.

### **12.9 Health Insurance**

Full-Time employees and their eligible dependents may be eligible for enrollment in the group health plan made available by the City the first of the month following thirty (30) days of continuous, Full-Time employment.

Group health coverage for eligible employees is provided on a shared-cost basis. The City will contribute to the cost of the monthly premium, with the employee contributing the remaining monthly premium through Payroll Check Deduction.

Participation in this group health plan is strictly voluntary. No employee shall be paid a cash payment of any kind in lieu of Health Insurance.

For more detailed information on the City's employee health care plan, enrollment criteria, procedures and policies, please contact the Human Resources Division.

### **12.10 Dental Insurance**

Full-Time employees and their eligible dependents may be eligible for enrollment in the group Dental plan made available by the City the first of the month following thirty (30) days of continuous, Full-Time employment.

Group Dental coverage for eligible employees is provided on a shared-cost basis. The City will contribute to the cost of the monthly premium, with the employee contributing the remaining monthly premium through Payroll Check Deduction.

Participation in this group Dental plan is strictly voluntary. No employee shall be paid a cash payment of any kind in lieu of Dental Insurance.

For more detailed information on the City's employee Dental care plan, enrollment criteria, procedures and policies, please contact the Human Resources Division.

### **12.11 COBRA Continuation Coverage**

According to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), in the event of your termination of employment with the City of Arkansas City or loss of eligibility to remain covered under our group Health Insurance program, you and your eligible dependents, may have the right to continued coverage under our Health Insurance program for a limited period of time at your own expense.

**All employees have the responsibility to inform the City Human Resources Division of a divorce, a legal separation or a child losing dependent status under the City group health and/or dental plan(s).**

COBRA coverage is not automatic. You must submit all required paperwork and payments within the required time limits specified in the written materials you will receive after losing coverage. If you do not choose continuation coverage, your group Health and/or Dental Insurance coverage will end.

### **12.12 Group Health Care Coverage for Local Government Retirees**

Employees retiring from the City, who meet specific criteria (listed below), may elect to continue their coverage, as well as the coverage of any covered spouse or dependent of the Retiree, in the City's group Health Insurance and/or Dental Insurance plan(s), provided that such election is made in writing, to the Human Resources Division, within thirty (30) days of retirement.

#### **12.12.a Requirements**

To be eligible, the retired employee must:

- 1) Have been employed by the local government for not less than ten (10) years;
- 2) Have retired after December 31, 1988; and,
- 3) Be receiving a retirement or disability benefit for service with the local government from which they terminated employment.

Payment of the monthly premiums shall be the sole responsibility of the Retiree. The City will not be obligated to send invoices to Retirees, nor will the City assume any responsibility for payment of monthly premiums. Monthly premiums are due to the City on or before the first (1<sup>st</sup>) day of each month for that month's corresponding coverage.

The Retiree's continued coverage under the group Health Insurance and Dental Insurance plan(s) will terminate upon the first of the following events to occur:

- 1) Upon the Retiree's death;
- 2) Upon the Retiree attaining the age of sixty-five (65);
- 3) Upon the failure to pay any monthly premium when due; or,
- 4) Upon the Retiree becoming covered, or becoming eligible for coverage, under a plan of another employer.

Upon retirement, the Retiree will make his or her coverage level determination (i.e. single, single plus spouse, single plus child(ren) or family). Those dependents covered at the time of retirement shall leave the plan due to ineligibility such as:

- 1) Upon the dependent's death;
- 2) Upon the divorce or legal separation of the Retiree and dependent;
- 3) Upon the dependent attaining the age of ineligibility according to the Official Plan Document(s);
- 4) Upon the dependent obtaining other coverage;
- 5) Upon the failure to pay any monthly premium when due; or,
- 6) Upon the Retiree becoming covered or becoming eligible for coverage under a plan of another employer.

Unless an exception applies, the coverage of any spouse and/or dependent(s) of a Retiree shall terminate upon the termination of the Retiree's coverage. At that time, if eligible, applicable COBRA Continuation Coverage will be offered to the spouse and/or dependent(s).

Once coverage under the City's plan ceases, because of any disqualification (Retirees should consult the Plan Document(s) and Plan Administrator for a list of Qualifying Events), there shall be no reinstatement of coverage, except upon a finding by the Governing Body of extraordinary hardship, such as for the inadvertent failure to pay premiums.

#### **12.12.b. Policy Coverage (Retirees)**

The health plan coverage for Retirees shall have the same options that are available to current employees. The options selected shall not be subject to change except at times when existing employees may exercise such options.

#### **12.12 .cApplication of COBRA (Retirees)**

Nothing in this plan shall subordinate the rights of a former employee under the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

### **12.13 Supplemental Insurance**

The City may provide Full-Time employees with the option of purchasing Supplemental Insurance coverage. These types of insurance may, or may not, include Accident, Heart/Stroke and Cancer insurance, among others, depending upon the coverages being offered.

These plans are subject to the insurer's underwriting rules and are paid entirely by the employee through Payroll Deduction. Taxability of these benefits will be based on plan and Internal Revenue Services (IRS) standards.

Eligibility for enrollment in the Supplemental Insurance plan(s) is only during the annual Open Enrollment period.

### **12.14 Flexible Spending Accounts (FSA)**

A Flexible Spending Account (FSA) is a special account an employee may put money into that is used to pay for certain out-of-pocket health care costs as well as certain dependent care costs. The money set aside for Flexible Spending Accounts is done so on a pre-tax basis.

**12.14.a Dependent Care Reimbursement Account (DCRSA)**

Work-related child care for children younger than age thirteen (13) or dependent care for any other dependent incapable of self-care can be considered qualified expenses, up to a maximum amount per year that is set by the Internal Revenue Service (IRS). Only nonmedical expenses that enable the employee to be gainfully employed, and ensure a qualified dependent's well-being and protection, are allowed. Baby-sitting costs for non-work-related activities and/or nursing home care charges do not qualify. Any care for which a tax credit is claimed on a federal tax return is not covered.

The employee must choose the total amount to deposit into his or her Dependent Care Reimbursement Account upon enrollment, and that choice must hold for the rest of the Plan Year unless family status or a spouse's job status changes. Money set aside in this account will be deducted through Payroll Deduction on a pre-tax basis. When the employee incurs and pays for a dependent care expense, he or she provides the receipt or other proof of payment, along with a completed form and requests reimbursement from the account. At the end of the year, any remaining unused funds in the account must be forfeited ("use it or lose it" rule).

Eligibility for enrollment in the Dependent Care Reimbursement Account is only during the annual Open Enrollment period.

**12.14.b Health Care Spending Account (HCFSA)**

Money set aside in this account may be used to pay medical expenses (e.g., braces, glasses, deductibles), for the employee and their dependents if these expenses were not covered by insurance. The employee must choose the total dollar amount to be set aside into his or her account and it will be deducted through Payroll Deduction on a pre-tax basis.

As allowable medical expenses occur, the employee may submit a copy of his or her medical documentation (e.g., Explanation of Benefits, medical billing statement), along with a completed form and request reimbursement from the account. There also is the ability to pay for qualifying expenses with a debit/credit card.

Documentation may, or may not, be requested when utilizing the debit/credit card. This determination is made by the company administering the plan, depending on the type of purchase and/or service. Documentation must show the date of service, the type of service, the person receiving the service and the amount not paid by insurance to qualify for processing.

The City offers the maximum allowed carryover. This allows participants to carry an amount approved by the Internal Revenue Service (IRS) and selected by the employer from their current plan year to the next plan year. . Please consult the Plan Document(s) for more details.

Eligibility for enrollment in the Health Care Spending Account is only during the annual Open Enrollment period.

**12.15 Life Insurance**

The City of Arkansas City provides a ten-thousand dollar (\$10,000) term Life Insurance policy at no charge for each eligible employee. Application must be made during the first thirty (30) days of employment coverage takes effect the first of the month following the date of hire.

KPERS also provides a Life Insurance benefit equal to one and one-half (1½) times the employee's annual compensation (KPERS members only).

KP&F also provides some Life Insurance benefits (KP&F members only).

For more information on Life Insurance benefits provided and options for additional insurance, please contact the Human Resources Division.

### **12.16 Deferred Compensation 457(b) Plan(s)**

The 457 plan is a type of deferred-compensation retirement plan that is available for governmental and certain nongovernmental employers in the United States. The employer provides the plan and the employee defers compensation into it on a pre-tax or after-tax basis.

#### **12.16.a Deferred Compensation – 457(b) Plan (Pre-Tax)**

Full-Time and Part-Time employees are eligible to participate in a 457(b) Deferred Compensation plan. This is a retirement savings plan that allows eligible employees to supplement any existing retirement and pension benefits by saving and investing dollars through a voluntary salary contribution.

The City offers a pre-tax option in which contributions reduce federal and state taxes. With the pre-tax option, contributions and any earnings on contributions are tax-deferred until money is withdrawn. Distributions are subject to ordinary income tax.

Contributions are taken as Payroll Deductions, on a pre-tax basis, on each Payroll Check and put into an account. The money is invested automatically into the investment option(s) chosen by the employee. Eligible employees may enroll at any time.

The City will contribute, in December of each year, one-hundred dollars (\$100.00) to the account of each current employee who participated in the Deferred Compensation plan and who contributed at least two-hundred-fifty dollars (\$250.00) throughout that year (January 1<sup>st</sup> through December 31<sup>st</sup>) to their account(s) in the plan. Please note the employer will contribute a maximum of one-dollars (\$100.00) each year even if the employee participates in more than one (1) Deferred Compensation plan.

#### **12.16.b Deferred Compensation – 457(b) Plan ROTH Option (Post-Tax)**

Full-Time and Part-Time employees are eligible to participate in a 457(b) Deferred Compensation Roth plan. This is a retirement savings plan that allows eligible employees to supplement any existing retirement and pension benefits by saving and investing dollars through a voluntary salary contribution.

All Roth contributions are made with after-tax dollars which means taxes are paid now (after-tax) rather than when a qualified distribution is taken.

Contributions are taken as Payroll Deductions on each Payroll Check and put into an account. The money is invested automatically into the investment option(s) chosen by the employee. Eligible employees may enroll at any time.

The City will contribute, in December of each year, one-hundred dollars (\$100.00) to the account of each current employee who participated in the Deferred Compensation plan and who contributed at least two-hundred-fifty dollars (\$250.00) throughout that year (January 1<sup>st</sup> through December 31<sup>st</sup>) to their account(s) in the plan. Please note the employer will contribute a maximum of one-dollars (\$100.00) each year even if the employee participates in more than one (1) Deferred Compensation plan.

## **12.17 Kansas Public Employees Retirement System (KPERS)**

### **12.17.a Kansas Public Employees Retirement System (KPERS)**

All eligible City employees are required to become members of the Kansas Public Employees Retirement System (KPERS) upon hire. Upon becoming a KPERS member, the employee contributes to KPERS, through Payroll Deduction, for all wages and taxable benefits each Payroll Period. The employee's contribution is fixed by Kansas statute. The City also makes contributions to KPERS at a rate set by Kansas statute.

To be eligible to participate in the Kansas Public Employees Retirement System, the position in which the employee is working normally must require the employee to work more than one-thousand (1,000) hours per year. Please note: Police Officers and Firefighters fall under the Kansas Police and Fire Retirement System (KP&F).

Additional benefits also may be available to employees participating in KPERS. For more details, please contact the Human Resources Division.

### **12.17.b Kansas Police and Firefighters Retirement System (KP&F)**

Police officers and firefighters participate in the Kansas Police and Firefighters Retirement System (KP&F) upon hire. Police officers and firefighters make contributions to KP&F through Payroll Deduction for all wages and taxable benefits each Payroll Period. The employee's contribution is fixed by Kansas statute. The City also makes contributions to KP&F at a rate set by Kansas statute.

Additional benefits also may be available to employees participating in KP&F. For more details, please contact the Human Resources Division.

## **12.18 Employee Assistance Program (EAP)**

If you need counseling or other help with personal or work-related problems you are encouraged to make contact with the EMPAC Employee Assistance Program (EAP). Assistance through EMPAC is provided for all City employees. You may contact EMPAC directly by calling 1 - (800) 234-0630.

EMPAC employees are available to assist you and your immediate family members (within the same household) with counseling, or referral, to a wide variety of counseling services for various personal problems, including but not limited to abuse of drugs and/or alcohol, emotional problems, financial problems, marital problems, family crises and many other issues.

Short-term counseling may be paid for by the City. Long-term counseling services may require payment by employees or their health insurance provider. You should contact your supervisor or the Human Resources Division if you have questions.

### **12.18.a. Mandatory Referral**

In some cases, the City may refer an employee to an Employee Assistance Program if the employee is experiencing job performance issues or behavioral problems that indicate services provided by the EAP may be of assistance.

The employee will have forty-eight (48) hours following a Mandatory Referral by the City to contact an EAP representative. Failure to contact the EAP within forty-eight (48) hours of Mandatory Referral by the

City, without acceptable cause may lead to disciplinary action. In such cases, the supervisor may request some limited information on the employee's use of EAP services.

#### **12.18.b EAP Scheduling and Paid Leave**

You will be allowed to use your accrued, paid leave (including Sick Leave) when mandated by the City, or to voluntarily access the EAP, should such arrangements be necessary during Regularly Scheduled Work Shift. Employees should pursue assessment and counseling during off-duty hours whenever possible.

### **12.19 Cellular Phone Allowance**

The City of Arkansas City provides a Cellular Phone Allowance for certain positions due to the nature of the job.

The purpose of the Cellular Phone Allowance is to facilitate ease of contact with employees in particular positions within the City. The determination of which positions are eligible to receive a Cellular Phone Allowance is based upon the nature and essential functions of the job.

To receive an allowance, an employee must provide the cellular phone number to the employer, and the phone must be on and carried by the employee during business hours and/or while on call for some employees this may mean twenty-four (24) hours a day.

Cellular Phones must remain in proper working order at all times. All repairs, maintenance and loss of Cellular Phones or accessories will be the responsibility of the employee.

#### **12.19.a Cellular Phone Allowance**

Allowance will be included in the employee's Payroll Check and is subject to all applicable taxes. Employees will not be required to submit monthly bills for the allowance.

#### **12.19.b Plan Levels**

There are four (4) plan levels, according to the essential functions of the position (all based on the job as determined by the City Manager):

1. \$15 per month General Allowance Plan
2. \$50 per month Basic Allowance Plan
3. \$60 per month High-Use Allowance Plan
4. \$80 per month Smartphone Plan

#### **12.19.c Smartphone Purchases**

Department/division heads and some management positions, with the City Manager's approval, who wish to purchase a Smartphone, will receive an allowance for the actual cost of the phone up to a maximum of one-hundred dollars (\$100.00) no more frequently than every two (2) years.

#### **12.19.d Discontinuation of Cellular Phone Allowance**

Employees who change jobs or whose duties no longer require a phone may be eligible for reimbursement of any cancellation penalty with the approval of the City Manager. Billing from the Cellular Phone provider showing the penalty charge shall be provided to the department/division head in order to be considered to receive reimbursement.

### **12.20 Uniforms**

Uniforms may be provided by the City, at no cost to the employee, for members of certain departments/divisions. These uniforms must be worn during scheduled and unscheduled working hours,



and are not to be worn when employees are off duty or by any person other than the employee. All uniforms must meet the approval of each employee's supervisor.

The City may pay the cost of cleaning uniforms for uniformed employees at the discretion of the department/division head.

Employees may be held responsible for any uniforms lost or damaged due to the employee's negligence.

Upon separation from employment, all uniforms need to be returned to the employer immediately. Failure to return uniforms upon separation from employment may result in withholding the value of the uniforms, in compliance with all applicable laws, from the separating employee's Payroll Check.

### **12.21 Safety Footwear**

Each department/division head will determine the appropriate protection required for feet and ankles based on the work assigned to each worker and ensure each worker wears appropriate footwear.

To determine appropriate protection, the following factors will be considered:

1. Slipping;
2. Uneven terrain;
3. Abrasion;
4. Ankle protection;
5. Foot support;
6. Crushing potential;
7. Temperature extremes;
8. Corrosive substances;
9. Puncture hazards;
10. Electrical shock; and/or,
11. Any other recognizable hazard.

No slip-on-type boots will be considered acceptable unless ankle support has been incorporated within the manufacturer's design.

If Safety Footwear is a requirement of the job, employees who are not able to wear Safety Footwear for medical reasons will need to provide a doctor's certificate to the Human Resources Division requesting exemption from this requirement.

If a department/division head determines the employee's position requires reinforced-toe boots or other specific Safety Footwear other than street shoes, the employee may receive an annual reimbursement of up to one-hundred dollars (\$100.00) each calendar year for the purchase of the required Safety Footwear. Please note a receipt for the purchase must be provided to receive reimbursement and this payment is considered taxable income by the Internal Revenue Service (IRS).

Affected employees shall comply with this policy and shall be responsible for properly using, maintaining and wearing appropriate Safety Footwear.

## Chapter 13

### Government Required Coverage

Date Effective: 1/1/22

#### **13.1 Workers' Compensation**

All employees are entitled to Workers' Compensation benefits. This coverage is automatic and immediate and protects you due to an on-the-job injury. An on-the-job injury is defined as an accidental injury suffered in the course of your work or an illness which is directly related to performing your assigned job duties. The City pays the entire cost of this insurance program.

If you cannot work due to a job-related injury or illness, Workers' Compensation insurance pays your medical bills and provides a portion of your income until you can return to work.

#### **13.2 Unemployment Compensation**

Depending upon the circumstances, former City employees may be eligible for Unemployment Compensation upon termination from employment with the City of Arkansas City. Eligibility for Unemployment Compensation is determined by the Kansas Department of Labor Unemployment Division. The City pays the entire cost of this insurance program.

Unemployment Compensation is designed to provide you with a temporary income when you are out of work through no fault of your own. For your claim to be valid, you must have a minimum amount of earnings determined by the state and you must be willing and able to work.

#### **13.3 Social Security**

The United States government operates a system of mandated insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your wages to the trust fund from which benefits are paid.

As your employer, the City is required to deduct this amount from each Payroll Check you receive. In addition, the City matches your contribution dollar for dollar, thereby paying one-half ( $\frac{1}{2}$ ) of the cost of your Social Security benefits. The tax comprises part of the Federal Insurance Contributions Act (FICA).

Your Social Security number is used to record your earnings. You are encouraged to protect your Social Security record by ensuring your name and Social Security number on your pay stub and W-2 Form are correct. You may also want to make sure your earnings statement is accurate each year by requesting a Personal Earnings and Benefit Estimate Statement from the U.S. Social Security Administration by visiting <https://www.ssa.gov>.

# Chapter 14

## Workers' Compensation

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Date Effective: 1/1/22

All City employees are covered under the provisions of the State of Kansas Workers' Compensation Act, which provides medical treatment, compensation for loss of pay and death benefits for any employee injured or killed by an accident or occupational exposure arising out of and in the course of his or her employment. The cost of this insurance is paid in its entirety by the City of Arkansas City.

It is the injured employee's responsibility to inform a supervisor of any workplace injury or occupational exposure immediately. Failure to timely inform the City of an injury, or occupational exposure could preclude coverage under the Workers' Compensation Act.

<b>PLEASE FOLLOW THESE STEPS IN THE CASE OF A JOB RELATED INJURY OR ILLNESS:</b>
1) <b><i>In the case of a serious or life-threatening injury, call 911 immediately.</i></b>
2) Report the injury to a supervisor immediately.
3) Please contact the Human Resources Division for further assistance as soon as possible.
4) You may be subject to drug and alcohol testing – please consult with the Human Resources Division.
5) Complete the appropriate forms so the claim may be filed as soon as possible following the injury or occupational exposure.
6) Please obtain authorization from the Human Resources Division before visiting a physician, clinic or emergency room for an on-the-job injury <b><i>unless the injury is serious or life-threatening.</i></b>
7) You will need to see the Authorized Physician – there are other options available to you, please contact the Human Resources Division for more information.
8) Please keep in touch with your supervisor or department/division head and the Human Resources Division throughout all medical treatment and the healing process.
9) Please provide all original copies of paperwork from the doctor to the Human Resources Division following each appointment.
10) Should you be under the Authorized Physician's care and receive work restrictions, you should not violate those restrictions <b><i>on or off duty</i></b> (this could result in re-injury or slowing your healing time).
11) Please keep all appointments for ongoing medical care and participate fully in the treatment of your injury or illness.
12) Please remember you can contact the Human Resources Division any time you have questions or concerns regarding your injury or illness and subsequent care. We are always available to assist you.

### **14.1 Drug and Alcohol Testing**

Employees who need medical attention, due to a workplace injury/exposure, may be tested for impairment. Employees who don't need medical attention may be tested as outlined in the Drug-Free Workplace and Alcohol Testing policy. Supervisors should consult with the department/division head and the Human Resources Director.

### **14.2 Authorized Physician**

The City has the authority to select the medical provider who will treat workplace injuries and exposures. Please contact the Human Resources Division for information regarding the authorized physician.

### **14.3 Follow-up Appointments**

Employees with an approved workers' compensation claim who have been released to perform work and have follow-up appointments during their Regularly Scheduled Work Shift shall count the time away from work for doctor's visits as Injury Leave.

### **14.4 Injury Leave**

If you are injured on the job, time spent that day visiting a physician or recovering at home or a health care facility will be counted as regular time worked, not as Injury Leave. Any subsequent physician appointments, physical therapy or other time off due to the injury will be counted as Injury Leave and shall fall under the criteria set forth in this policy.

If you were injured on the job and have been taken off work by the authorized Workers' Compensation physician or the employer, due to the on-the-job injury, you will be compensated by receiving Injury Leave in lieu of your regular pay for the first seven (7) calendar days you are off duty. If you are not approved to return to work following the seventh (7<sup>th</sup>) calendar day you will be compensated by only Workers' Compensation.

Employees who are taken off work are not eligible for Holiday Leave pay should they be unable to return to work in the Payroll Period including the Official City Holiday.

### **14.5 Effects on Benefits**

During the period of time an employee is eligible for Workers' Compensation benefits the City will follow each benefit provider's guidelines regarding continuation of benefits.

Employees are responsible for making payment arrangements for the employee's contribution toward these benefits, as well as any other optional programs to which the employee may contribute, if eligible. Failure to provide the employee's contribution will likely result in forfeiture of the City's contribution and loss of benefit(s).

## **14.6 Effects on Paid leave**

Time off work while receiving Workers' Compensation benefits shall result in the loss of accrual of Vacation Leave and Sick Leave the first of the Payroll Period following fourteen (14) consecutive calendar days off.

Accrual will begin again the first of the Payroll Period following the employee's return to his or her, Full-Time, Regularly Scheduled Work Shift.

## **14.7 Return to Work**

Prior to returning to work you will be required to provide a release to return to work from the treating physician:

- a. Without Limitations - Employees who have been released without limitations may be required to undergo a Fit for Duty Assessment.
- b. With Limitations - Employees who have been released to perform work with limitations may be able to return to work under the Return to Work Program. Should an employee turn down, or fail to perform offered work, that he or she is capable of doing, the City may take actions permitted under law including but not limited to contesting the employee's entitlement to further Workers' Compensation benefits.

### **14.7.1 Return to Work Program**

Employees who are temporarily unable to perform the duties of their position because of an on-the-job injury may qualify for participation in the City's Return to Work Program. The ultimate goal is to return the restricted duty employee back to full duty.

For work to be considered suitable under this program the following conditions must be met:

- 1) It must be reasonably likely that the employee will return to work in a full capacity to the position held by the employee prior to assignment to the program;
- 2) The work assigned must be a meaningful and productive part of the department/division operations; and,
- 3) The employee must be qualified for the assignment.

***This policy shall in no way disregard or negate the rights of any employee with a disability covered under the Americans with Disabilities Act or the ADA Amendments Act.***

## Chapter 15

### Employee Training and Travel

Date Effective: 1/1/22

#### **15.1 Training and Travel Expenses**

It is the policy of the City to provide employees appropriate educational and training opportunities to improve their skills and capabilities as may be appropriate to their duties and responsibilities.

When training, including classes, seminars, conferences or college courses, is required by the City Manager or an employee's department/division head, expenses associated with those training opportunities will be paid by the City according to the Fair Labor Standards Act (FLSA), Internal Revenue Service (IRS) guidelines and the City's Travel policy.

##### **15.1.a. Travel**

Occasionally performance of official City business will necessitate travel by City employees . Any amount of time an employee spends driving or traveling on official City business will be treated as paid time. Additionally, shall a day of training and/or travel sum up to fewer hours than your normal schedule that particular day you will be will still be paid for your normally scheduled working hours.

##### **15.1.b. Definitions**

- a) **Authorized Travel** – Travel outside of City limits that is directly relevant to, and necessary for successful accomplishment of, legitimate City requirements (i.e., official City business).
- b) **Authorized Individuals** – Individuals who are either performing City business or representing the City in some fashion.
- c) **Reimbursable Mileage Rate** – IRS business standard mileage rate in effect at the time of Authorized Travel.
- d) **Purchasing Card** – Any card or other similar item or arrangement which authorizes credit purchases by an employee in the name of the City of Arkansas City.
- e) **Reimbursable Expenses** – Only those expenses for which City funds will be used for reimbursement.
- f) **Travel Approving Official** - Person authorized to approve travel and related expenses. For this policy, the Travel Approving Official will be the department/division head. If the Authorized Individual is a department/division head, the Travel Approving Official will be the City Manager.

##### **15.1.c. Approval Process**

Any Authorized Individual intending to travel on City business shall request approval from their Travel Approving Official prior to the planned departure date.

##### **15.1.d. Authorized Expenses**

1. The City of Arkansas City shall compensate employees according to the Fair Labor Standards Act when travel is required for official business.

2. Transportation costs (specified below) for out of town meetings, conferences and seminars.
3. Lodging for approved overnight business related functions as detailed below.
4. Actual meal expenses for business related activities when traveling out of town as explained below.
5. Incidental travel related expenses such as tolls, parking, etc.

15.1.e Unauthorized Expenses

1. Alcohol;
2. Appetizers unless ordered as a meal;
3. Snacks;
4. Personal expenses;
5. Expenses for family members or others; and/or,
6. Entertainment expenses such as tickets to concerts, plays, sporting events, etc.; and/or, maid tips.

15.1.f Modes of Transportation

The City will provide transportation when in the best interest of the City. It is expected that each employee will use the best means of traveling to and from the destination taking into consideration cost, time and transportation availability.

Employees needing to travel may use the following means of transportation:

- a) City Vehicle – Employees without assigned City vehicles may request a City vehicle for business travel. City vehicle issuance is based on availability and shall be approved by the department/division head that has responsibility for the assigned vehicle.
- b) Commercial Carrier – Allowable expense is economy or tourist class if by air; first class day coach if by train. When possible, commercial travel should be planned far enough in advance to take advantage of reduced fares. Under no circumstances will an airline be selected or route established solely for the purpose of accruing airline bonus points.
- c) Private Vehicle - Rates for reimbursement will be the Reimbursable Mileage Rate. Mileage will be determined by the usually traveled, most direct route in accordance with figures obtained by Google Maps or Map Quest applications. If approved, this use of a Private Vehicle may be selected but reimbursement will be limited to cost of the most economical mode of transportation available (i.e., limited to the total cost of reimbursable mileage to airport, airport parking, airfare, etc.).
- d) Rental Vehicle - May be authorized if most economical either traveling to and from or at an authorized event.
- e) Other Travel Related Expenses - Other business expenses directly attributed to City related travel such as public transportation, baggage fee, airport parking, taxi/bus fares, tolls and parking fees are allowed as long as receipts detailing the charges are provided.

*Please note mileage will not be reimbursed for travel within the city limits of the City of Arkansas City.*

15.1.g Lodging

- The City may pay lodging costs associated with attendance at an authorized business meeting, seminar or conference. Reimbursement will be for the best available room rate.
- Phone calls and internet access charges on the hotel bill will be deducted unless identified as to who was called and the nature of City business conducted.

15.1.h Meal Expense

1. Meals will be paid or reimbursed for actual cost (including tip not to exceed fifteen percent (15%)).
2. Expenses for meals associated with a training seminar or meeting within the city limits of Arkansas City will not be reimbursed.
3. When overnight stay is not required but an employee's travel extends their workday by three (3) hours, the employee will be provided with one (1) meal.
4. An itemized, original receipt must be submitted for reimbursement. The receipt must identify name and address of restaurant, date and itemized purchases.
5. Meal purchases must be done with good judgement and proper discretion. Employees are encouraged to use the U.S. General Services Administration (GSA) guidelines for acceptable expenses. Under no circumstance shall the amount exceed GSA guidelines for the area.

**15.2 Certification/License Testing**

When attempting Certification/License Testing (job requirement) the City will reimburse the employee for the cost of (1) the first attempt (pass or fail) and (2) the final successful attempt at testing. The expense for all other attempts will need to be paid by the employee.

Note: See the section of this Employee Manual titled "Commercial Driver's License (CDL)" for more information regarding reimbursement for CDL testing.



## Chapter 16

### Attendance

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Date Effective: 1/1/22

#### **16.1 Regularly Scheduled Work Shift**

All employees are expected to be present at their assigned work places during the time assigned by their supervisor(s).

An employee's Regularly Scheduled Work Shift is the first, second, third, twelve (12) or twenty-four (24) hour shift and/or day(s) of the week the department/division head has determined is necessary for the employee to work to meet the needs of the City.

Any employee's Regularly Scheduled Work Shift may be subject to change at any time. Thus, the change determined by the department/division head becomes the employee's Regularly Scheduled Work Shift for that particular day.

All employees of City departments/divisions that serve the City every day, around the clock, may be required to work varying hours and shifts, including weekends and holidays, as the need may arise.

#### **16.2 Absences**

If you are unable to report for work you need contact your supervisor at least thirty (30) minutes prior to your Regularly Scheduled Work Shift unless prevented from doing so by some circumstance(s) beyond your control

You need to call-in each day you are absent, unless other arrangements have been made with the supervisor, another person higher in the Chain of Command or the Human Resources Division in cases of injury (either on or off duty injury), Domestic Violence or a Family Medical Leave Act (FMLA) qualified event.

You, yourself, need to call-in unless there are circumstance(s) beyond your control which do not allow you to do so. It generally is not permissible to have someone else call-in for you. It is permissible to utilize text messaging as a method of contact with your supervisor. Please make sure your supervisor confirms receiving your text message.

You may be required to provide documentation of any medical or other excuse for being absent. The City reserves the right to utilize accrued, paid leave to make up for your missed time.

Failure to follow this procedure may put employees at risk for a No Call/No Show on his or her Attendance Record and/or possibly disciplinary action.

#### **16.3 Tardiness**

If you should become aware that you will be late for work you need to notify your supervisor, another person higher in the Chain of Command or the Human Resources Division in cases of injury, Domestic Violence or a Family Medical Leave Act (FMLA) qualified event as soon as possible prior to the beginning

of your Regularly Scheduled Work Shift unless prevented from doing so by some circumstance(s) beyond your control.

Employees may be required to provide documentation of any medical or other excuse for being late. The City reserves the right to utilize accrued, paid leave to make up for missed time.

#### **16.4 Job Abandonment**

If you should fail to report for duty without contacting your supervisor, another person higher in your Chain of Command or the Human Resources Division in cases of injury, Domestic Violence or a Family Medical Leave Act (FMLA) qualified event, and also fail to provide adequate justification for your absence for two (2) consecutive, Regularly Scheduled Work Shifts you may likely be deemed to have abandoned your position and voluntarily resigned from employment with the City.

Should you leave your Regularly Scheduled Work Shift without adequate justification or permission from the supervisor, another person higher in the Chain of Command or the Human Resources Division in cases of injury (either on or off duty injury), Domestic Violence or a Family Medical Leave Act (FMLA) qualified event you may likely be deemed to have abandoned your position and voluntarily resigned from City employment.

#### **16.5 Inclement Weather**

To the extent possible, all City employment facilities will remain open according to regularly scheduled business hours during Inclement Weather. The City Manager reserves the right to change business hours and/or close City facilities as conditions warrant.

Every effort should be made to be at work due to ongoing business requirements. However, you must make a personal judgment call pertaining to your personal safety in traveling to and from work. In the case of an absence, you are asked to make every effort to notify your supervisor of the absence, according to City policy.

In the event Inclement Weather, including but not limited to snowstorm, flood or tornado, prevents you from safely traveling to work, you will need to use accumulated leave (excluding Sick Leave), to be compensated for this time. If you do not have unused time off available the time will need to be taken without pay.

When City facilities are closed early due to Inclement Weather, the City may, at the discretion of the City Manager, compensate those employees still present at the time of closing for the remainder of their Regularly Scheduled Work Shift.

# Chapter 17

## Leave

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Date Effective: 1/1/22

### 17.1 Use of Paid leave

All types of paid leave will be applied against regularly scheduled work days and regularly scheduled work hours only. Accrued and unused Paid Leave must be used to cover any time missed from your Regularly Scheduled Work Shift unless you are off work due to a work-related-injury (temporary disability), Administrative Leave or Suspension without Pay.

### 17.2 Pay Rate for all Types of Paid leave

Compensatory Time off, Holiday Premium Pay, Holiday Time Banked, Vacation Leave, Sick Leave, Safety Day Leave, Personal Business Day Leave, Injury Leave, Funeral/Bereavement Leave and Wellness Day Leave will be paid at the employee’s Base Pay Rate.

*Please note: Compensatory Time off is earned at a rate of one and one-half (1½) hours for each hour of worked for which Overtime compensation is required.*

### 17.3 Official City Holidays

The City observes thirteen (13) paid Official City Holidays per year:

OFFICIAL CITY HOLIDAYS		
1	New Year’s Day	January 1 <sup>st</sup>
2	Martin Luther King Jr. Day	Third Monday in January
3	President’s Day	Third Monday in February
4	Memorial Day	Last Monday in May
5	Juneteenth	June 19 <sup>th</sup>
6	Independence Day	July 4 <sup>th</sup>
7	Labor Day	First Monday in September
8	Columbus Day	Second Monday in October
9	Veterans Day	November 11 <sup>th</sup>
10	Thanksgiving Day	Fourth Thursday in November
11	Friday following Thanksgiving Day	Friday following Thanksgiving Day
12	Christmas Day	December 25 <sup>th</sup>
13	Floating Holiday	Designated annually by the City Manager

When any Official City Holiday falls on a Saturday, it will be observed on the prior Friday. When any Official City Holiday falls on a Sunday, it will be observed on the following Monday.

You may take time off to observe your religious holidays. If available, you may use any accrued, paid leave as well as Compensatory Time. Sick Leave usage will not be available for this purpose. Should none of the above mentioned be available you will need to take the time off without pay. Please schedule the time off in advance with your supervisor(s).

Eligible City employees may be entitled to Holiday Pay, as specified below, after their first day of employment.

### **17.3.a Holiday Pay**

Full-Time, non-exempt employees who are required to work on an Official City Holiday will receive Holiday Pay in addition to their regular wages for time worked that day subject to the limitations stated within this policy. Holiday Pay is paid at a rate equivalent to the Base Pay Rate.

- Full-Time employees who DO work on an Official City Holiday will receive eight (8) hours of Holiday Pay in addition to their regular wages for time worked that day.
- Full-Time, Fire/Emergency Medical Services (EMS) Department employees working on a 7(k) Exemption (Work Period Method) who DO work on an Official City Holiday will receive twelve (12) hours of Holiday Pay in addition to their regular wages for time worked that day.
- Full-Time employees who are NOT required to work on an Official City Holiday will receive eight (8) hours of Holiday Pay.
- Full-Time, Fire/Emergency Medical Services (EMS) Department employees working on a 7(k) Exemption (Work Period Method) who are NOT required to work on an Official City Holiday will receive twelve (12) hours of Holiday Pay.

### **7(k) Exemption (Work Period Method) 17.3.b. Holiday Time Banked**

Holiday Time Banked is paid time off, at the employee's request, that is accumulated in lieu of the actual payment of Holiday Pay..

- All eligible employees (all employees except Fire/Emergency Medical Services (EMS) personnel working on a 7(k) Exemption (Work Period Method)) may accumulate up to twenty-four (24) hours of Holiday Time Banked. Any accumulation in excess of twenty-four (24) hours will be paid on the next Payroll Check.
- All, Full-Time, Fire/EMS personnel working on a (7(k) Exemption (Work Period Method)) may accumulate up to eighty (80) hours of Holiday Time Banked.. Any accumulation in excess of eighty (80) hours will be paid on the next Payroll Check.

Accumulated Holiday Time Banked shall be converted to cash payment during active employment only in the event the employee reaches the maximum accumulation of Holiday Time Banked hours.

### **17.3.c. Unpaid Leave (Holiday Pay)**

Employees who are on any type of unpaid leave or who have used unpaid leave during the calendar week in which the Official City Holiday occurs shall not be eligible for Holiday Pay.

Other Types of Leave on an Official City Holiday

Official City Holidays that fall during within an approved, scheduled Vacation Leave or Sick Leave will be recorded as Holiday Pay.

No other type of Paid leave can be requested or paid on an Official City Holiday. Holiday Pay supersedes all other types of leave. For example, one cannot claim Vacation Leave Pay on an Official City Holiday. Only Holiday Pay would apply.

Those scheduled to work more than eight (8) hours on an Official City Holiday may request additional paid leave, with the exception of Sick Leave, to make up for the regularly scheduled hours over the eight (8) hours of Holiday Pay.

**17.3.d. Holiday Premium Pay (Call-Outs on a Holiday)**

Call-Outs on an Official City Holiday shall be considered a Premium Pay situation. Holiday Premium Pay shall be excluded from the Regular Pay Rate for purposes of calculating Overtime owed.

**17.3.e. Overtime and Official City Holidays**

Employees are not excused from Overtime work on an Official City Holiday. Holiday Pay is counted toward the Overtime Pay threshold for those employees in Overtime-eligible positions.

*Please note: Holiday Pay is the only type of paid leave to be considered in the Overtime Pay threshold calculation.*

**17.3.f. Holiday Time Banked Separation Payments**

The City will convert Holiday Time Banked to cash payment at the employee’s Base Pay Rate at the time of the employee’s Separation. All Holiday Time Banked will be paid to the employee upon separation from City employment.

**17.4 Vacation Leave**

It is the intent of the City that all Full-Time employees shall be provided with special periods for rest and relaxation in recognition of services performed. Employees who receive occasional periods of rest are thought to be more productive, and these periods of rest may also help to provide a safer work environment for themselves and those around them. It is for these reasons that the City provides paid Vacation Leave to Full-Time employees.

**17.4.a. Vacation Leave Accrual**

All regular, Full-Time employees accrue Vacation Leave each Payroll Period according to their position and years of service with the City.

Full-Time employees, excluding Fire/Emergency Medical Services (EMS) Department employees working on a 7(k) Exemption (Work Period Method), accrue paid Vacation Leave according to the following schedule:

MONTHS OF CONTINUOUS, FULL-TIME EMPLOYMENT	VACATION HOURS ACCRUED PER YEAR	MAXIMUM ACCRUAL (HOURS)
0-59 Months	80	160
60-119 Months	120	240
120-179 Months	160	320

180+ Months	200	400
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Full-Time, Fire/Emergency Medical Services (EMS) Department employees working on a 7(k) Exemption (Work Period Method) accrue paid Vacation Leave according to the following schedule:

MONTHS OF CONTINUOUS, FULL-TIME EMPLOYMENT	VACATION HOURS ACCRUED PER YEAR	MAXIMUM ACCRUAL (HOURS)
0-59 Months	112	224
60-119 Months	168	336
120-179 Months	224	448
180+ Months	280	560

Any employee who is/was employed in a Temporary/Seasonal classification or Part-Time classification and Transfers to a Full-Time classification must begin his or her Vacation Leave accrual as of the date of transfer to the Full-Time classification. Time spent in a Temporary/Seasonal Classification or Part-Time classification will not be counted towards years of service for Vacation Leave accrual.

Any employee who transfers from a Full-Time classification to a Part-Time classification shall be paid for all accrued, unused Vacation Leave.

In the event a Full-Time employee Transfers or is Promoted from a Full-Time position (old position) to another Full-Time position (new position), and the old position has a higher maximum accrual schedule than the new position, the City will pay the employee for his or her accrued vacation hours that exceed the maximum accrual hours of the new position at the time of transfer or promotion.

**17.4.b. Vacation Leave Maximum Accrual**

Employees may carry over earned Vacation Leave from one year to the next but may not accumulate more than two (2) years of total accrual at any time. In such cases, accrual will cease until such time that the accumulation level is less than two (2) years of accrual.

**17.4.c. Vacation Leave Accrual Cessation**

Vacation Leave will continue to accrue as long as the employee has accrued and unused Vacation Leave and/or Sick Leave available. Vacation Leave accrual will cease when all Vacation Leave and Sick Leave has been exhausted.

Employees using unpaid leave shall not be eligible to accrue Vacation Leave beginning with the Payroll Period following the start of the period of unpaid leave. Vacation Leave accrual will resume upon the employee's Full-Time return from unpaid leave or upon the employee working an entire Payroll Period without the use of unpaid leave.

**17.4.d. Vacation Leave Accrual and Use for Newly Eligible Employees**

Paid Vacation Leave will begin to accrue on the first Payroll Check for newly eligible employees, but the employee may not use any Vacation Leave until the employee has completed six (6) months of

continuous, Full-Time employment. Should the new employee separate from employment prior to six (6) months of continuous, Full-Time employment, the employee is ineligible to receive any type of payout of accrued, unused Vacation Time.

**17.4.e. Vacation Leave Requests**

Vacation Leave requests are asked to be made as far in advance of need as is practical. All employees shall fill out the appropriate form(s) requesting permission to take leave and the request must be approved by the employee's department/division head prior to taking the Vacation Leave.

**17.4.f. Departmental/Divisional Vacation Leave Scheduling**

Department/division heads will plan vacation schedules to allow for a minimum of disruption to the department/division.

**17.4.g. Vacation Leave and Workers' Compensation Disability Payments**

Employees who are receiving Injury Leave or Workers' Compensation payments for a work-related injury are not able to use accrued or earned paid Vacation Leave while receiving such payments.

**17.4.h. Cash Value of Vacation Leave**

There are only three (3) situations in which City employees may receive payment for Vacation Leave, in lieu of taking the time off, while they are active employees:

1. If special or unusual circumstances beyond the employee's control prevent the timely use of accrued Vacation Leave, the City Manager may approve payment of the cash value of such Vacation Leave or portion thereof up to the specified maximum accrual limit, in excess of one (1) year of accrual.
2. Employees who think they meet the above criteria will need to complete a Leave Request Form noting the number of Vacation Leave hours for which they would like to receive payment. The employee also must attach a written statement explaining the special or unusual circumstances that caused or led to his or her inability to use Vacation Leave. These documents should be submitted to the department/division head, who shall forward to the City Manager for review.
3. Employees who accrue Vacation Leave at a rate of one-hundred-sixty (160) hours per year or more may, upon request, be paid the cash value of up to forty (40) hours of Vacation Leave in lieu of using those forty (40) hours of paid Vacation Leave. It should be noted that a minimum of one-hundred-sixty (160) hours of accrual shall remain available after the payment has been made. All such payments will be made in November/December of each year. Employees who think they meet the above criteria will need to complete a Leave Request Form noting the number of Vacation Leave hours for which they would like to receive payment. This document should be submitted to the department/division head, who shall forward it to the City Manager for review.
4. Any employee who transfers from a Full-Time classification to a Part-Time classification shall be paid for all accrued and unused Vacation Leave.

**17.4.i. Vacation Leave Separation Payments**

All regular, Full-Time employees separating from City employment and who have given, and satisfactorily completed, an appropriate Notice Period of their regular schedule through two (2) calendar weeks, as defined in the Separation from City Employment policy will receive payment for all accrued and unused Vacation Leave. Please note employees with less than six (6) months of continuous, Full-Time employment will not receive payment for accrued and unused Vacation Leave.

Note: See the section of this Employee Manual titled "Separation from City Employment" for more information regarding Notice Period.

## **17.5 Sick Leave**

All Full-Time employees who have been employed with the City for at least one (1) calendar month shall be eligible to take paid Sick Leave.

### **17.5.a. Sick Leave Accrual**

- All Full-Time employees shall accrue paid Sick Leave at the rate of four (4) hours per Payroll Period.
- All Full-Time Fire/Emergency Medical Services (EMS) Department employees working on a 7(k) Exemption (Work Period Method) shall accrue 5.25 hours per Payroll Period.

### **17.5.b. Sick Leave Maximum Accrual**

Those employees hired prior to April 1, 2020, may accumulate Sick Leave to a maximum of nine-hundred-sixty (960) hours. Any accumulation in excess of the above noted hours shall be forfeited and accrual shall cease until such time the accumulation level is less than nine-hundred-sixty (960) hours.

Those employees hired on or after April 1, 2020, may accumulate Sick Leave to a maximum of seven-hundred-twenty (720) hours. Any accumulation in excess of the above noted hours shall be forfeited and accrual shall cease until such time the accumulation level is less than seven-hundred-twenty (720) hours.

### **17.5.c. Sick Leave Accrual Cessation**

Sick Leave will continue to accrue as long as the employee has accrued and unused Vacation Leave and/or Sick Leave available. Sick Leave accrual will cease when all Vacation Leave and Sick Leave has been exhausted.

Employees using unpaid leave shall not be eligible to accrue Sick Leave beginning with the Payroll Period following the start of the period of unpaid leave. Sick Leave accrual will resume upon the employee's Full-Time return from unpaid leave or upon the employee working an entire Payroll Period without the use of unpaid leave.

### **17.5.d. Sick Leave Accrual and Use for Newly Eligible Employees**

During the first calendar month of employment, newly eligible employees shall accrue, but not yet be eligible to utilize Sick Leave. At the end of that period, the employee will be able to utilize Sick Leave with the approval of his or her supervisor and/or department/division head.

### **17.5.e. Sick Leave Utilization**

Sick Leave shall be granted for the following:

1. Personal illness or physical incapacity;
2. Enforced quarantine of the employee;
3. Sickness requiring the employee's presence to attend to a member of the employee's Immediate Family, as defined below, when the leave is approved by the supervisor and/or the department/division head; and/or,
4. Medical and dental appointments.

### **17.5.f. Immediate Family**

For the use of Sick Leave, Immediate Family is defined to include only an employee's:

- Spouse;



- Domestic Partner (living in same residence as employee);
- Child;
- Step-Child;
- Foster Child;
- Father;
- Step-Father;
- Mother; and/or,
- Step-Mother.

Please note that in certain circumstances the City Manager may approve Sick Leave usage for other familial relationships not listed above.

**17.5.g. Sick Leave Requests**

If you need to request to use Sick Leave please notify your supervisor at least thirty (30) minutes prior to the beginning of your Regularly Scheduled Work Shift, unless prevented from doing so by some circumstance(s) beyond your control. Employees must submit the necessary leave request forms or certifications, and also notify the Human Resources Division if the reason for the leave is due to an injury (on or off duty), Domestic Violence or an FMLA-qualifying event.

**17.5.h. Verification of Sick Leave Use**

A physician's certificate may be requested at any time to affirm an employee's illness or condition and the employee's fitness to return to work. Verification for Sick Leave requested may be required at the discretion of the City Manager or the department/division head. No pay shall be granted for any Sick Leave that cannot be verified.

When the employee is on Sick Leave in excess of five (5) working days (three (3) working days for employees working under the 7(k) Exemption in the Fire/EMS Department), has just been released from the hospital or experiences another unusual circumstance such as, but not limited to, a work-related injury, a physician's release will be required prior to returning to work.

Employees are responsible for informing the Human Resources Division if an accommodation is needed, or of any health issues or restrictions that could interfere with their ability to safely and effectively perform the duties of the position.

**17.5.i. Sick Leave and Workers' Compensation Disability Payments**

Employees who are receiving Workers' Compensation payments for a work-related-injury are not able to use accrued or earned paid Sick Leave while receiving such disability payments.

**17.5.j. Sick Leave Separation Payments**

All regular, Full-Time employees hired prior to April 1, 2020, who are separating from City employment and who have given, and satisfactorily completed, an appropriate Notice Period will receive payment for a predetermined percentage (based on continuous, Full-Time months of service) of all accrued and unused Sick Leave, up to a maximum of no more than four-hundred-eighty (480) hours. Please note employees with less than forty-eight (48) months of continuous, Full-Time employment shall not receive payment for accrued and unused Sick Leave upon Separation.

For employees hired prior to April 1, 2020, please refer to the chart directly below for determining the amount of Sick Leave payout (if appropriate Notice of Intent to Separate from City Employment has been given and successfully completed):

MONTHS OF CONTINUOUS EMPLOYMENT	SICK LEAVE PAYOUT
0-47 full months of continuous, Full-Time employment	0% payout
48-95 full months of continuous, Full-Time employment	25% payout, up to 480 hours
96-143 full months of continuous, Full-Time employment	50% payout, up to 480 hours
144-191 full months of continuous, Full-Time employment	75% payout, up to 480 hours
192+ full months of continuous, Full-Time employment	100% payout, up to 480 hours

All regular, Full-Time employees, hired on or after April 1, 2020, who are separating from City employment who have given, and satisfactorily completed, an appropriate Notice Period will receive payment for a predetermined percentage (based on continuous, Full-Time months of service) of all accrued and unused Sick Leave, up to a maximum of no more than three-hundred-sixty (360) hours. Please note employees with less than forty-eight (48) months of continuous, Full-Time employment shall not receive payment for accrued and unused Sick Leave upon Separation.

For employees hired on or after April 1, 2020, please refer to the chart directly below for determining the amount of Sick Leave payout (if appropriate Notice of Intent to Separate from City Employment has been given and successfully completed):

MONTHS OF CONTINUOUS EMPLOYMENT	SICK LEAVE PAYOUT
0-47 full months of continuous, Full-Time employment	0% payout
48-95 full months of continuous, Full-Time employment	25% payout, up to 360 hours
96-143 full months of continuous, Full-Time employment	50% payout, up to 360 hours
144-191 full months of continuous, Full-Time employment	75% payout, up to 360 hours
192+ full months of continuous, Full-Time employment	100% payout, up to 360 hours

Note: See the section of this Employee Manual titled "Separation from City Employment" for more information regarding Notice Period.

**17.6 Personal Business Day Leave**

All eligible, Full-Time employees will accrue eight (8) hours of Personal Business Day Leave upon hire, but are not able to utilize that Personal Business Day Leave until they have been continuously employed with the City for at least two (2) calendar months in a Full-Time classification. Full-Time employees will receive eight (8) hours of Personal Business Day Leave on January 1<sup>st</sup> of each calendar year.

Personal Business Day Leave may be requested for use at any time during the corresponding calendar year. Scheduling is subject to the approval of the department/division head. Unused Personal Business Day Leave may not be carried forward to the next calendar year. Current employees cannot not receive

payment in lieu of time off for Personal Business Day Leave. Please note Safety Day Leave may not be carried forward to the next year.

Employees who are eligible to receive a Personal Business Day Leave on January 1<sup>st</sup>, but who are on unpaid leave, shall accrue the Personal Business Day the first day of the Payroll Period following the employee's return to Full-Time work.

#### **17.6.1 Personal Business Day Leave Separation Payments**

Should an employee have unused Personal Business Day Leave upon Separation from employment the City will provide payment for unused Personal Business Day Leave if the separating employee has provided and successfully completed an appropriate Notice Period.

Note: See the section of this Employee Manual titled "Separation from City Employment" for more information regarding Notice Period.

### **17.7 Safety Day Leave**

Each year in January, Full-Time employees who have at least one (1) year of continuous, Full-Time service with the City may be eligible for additional paid leave called Safety Day Leave. The Safety Day Leave will be given, or not given, depending on whether the City's total number of lost time injury days and dollar losses for injuries is greater than or less than the prior twelve (12) month period (January 1<sup>st</sup> through December 31<sup>st</sup> of each year).

The City Manager will review the statistical information and determine if the safety performance of the organization for the previous twelve (12) month period qualifies for awarding this benefit. If awarded, the eight (8) hours of Safety Day Leave may be taken by each eligible employee as a day off at a time of his or her choosing, with supervisory approval, prior to December 31<sup>st</sup> of the year in which the leave is granted.

Employees who are eligible to receive Safety Day Leave on January 1<sup>st</sup>, but who are on unpaid leave, shall accrue the Safety Day the first day of the Payroll Period following the employee's return to Full-Time work.

In addition, at the employee's option, the employee may exchange the Safety Day Leave for eight (8) hours of additional compensation. If the employee chooses this option they should notify his or her department/division head. Please note Safety Day Leave may not be carried forward to the next year.

#### **17.7.a. Safety Day Leave Separation Payments**

Should an employee have unused Safety Day Leave upon Separation from employment the City will provide payment for unused Safety Day Leave if the separating employee has provided and successfully completed an appropriate Notice Period.

Note: See the section of this Employee Manual titled "Separation from City Employment" for more information regarding Notice Period.

### **17.8 Wellness Day Leave**

Employees who have reached the predetermined maximum accrual of Sick Leave shall be eligible for Wellness Day Leave if they maintain maximum accrual and do not use any Sick Leave for a period of six (6) consecutive, calendar months.

Wellness Day Leave consists of eight (8) hours of time off with compensation. Please note Wellness Day Leave is not eligible for any sort of payout while currently employed. Wellness Day Leave was created to allow the employee to take time off away from the workplace.

**17.8.a. Wellness Day Leave Separation Payments**

Should an employee have unused Wellness Day Leave upon Separation from employment the City will provide payment for all unused Wellness Day Leave.

**17.9 Military Leave/Uniformed Services Employment and Reemployment Act (USERRA)**

City employees who are inducted into the U.S. Armed Forces or who are National Guard or Reserve members of the U.S. Armed Forces will be granted leaves of absence for military service, training or other obligations in compliance with state and federal laws.

Employees are requested to notify their supervisors as soon as they are aware of their military obligation.

**17.9.a. Benefits while on Military Leave**

To continue to receive compensation from the City, these employees may use any type of accrued, paid leave (except Sick Leave) but are not required to do so, it is solely their choice. Employees will continue to accrue Vacation Leave and/or Sick Leave, up to specified maximum limits, while on military leave of absence status

All other benefits will be handled according to Plan Documents. The employee's Health and Dental Insurance shall continue through the last day of the month in which the employee actually worked. After this, the employee and covered dependents can continue group Health Insurance up to twenty-four (24) months at one-hundred-two percent (102%) of the overall (both employer and employee) premium rate.

Note: See the section of this Employee Manual titled "Benefits" for more information regarding COBRA eligibility.

**17.9.b. Return from Military Leave**

At the conclusion of the leave, employees generally have the right to return to the same position held prior to the leave or to positions with equivalent seniority, pay and benefits. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service:

1. Employees on military leave for up to thirty (30) days are required to return to work for the first Regularly Scheduled Work Shift after the end of service, allowing reasonable travel time.
2. If the period of service was thirty-one (31) days or more, but less than one-hundred-eighty-one (181) days, the employee must contact the City to make arrangements for their return to active employment status no later than fourteen (14) days following completion of service.
3. For service in the military for over one-hundred-eighty (180) days, the employee must contact the City to make arrangements for their return to active employment status no later than ninety (90) days following completion of service.

Employees are encouraged to contact the Human Resources Division regarding these timelines.

### **17.10 Domestic Violence/Sexual Assault Leave**

An employee is eligible for leave if they are the victim of Domestic Violence or Sexual Assault. Employees shall first use their accrued, paid leave. If an employee does not have accrued, paid leave or uses all accrued, paid leave, the employee will be granted unpaid leave not to exceed a total of eight (8) days in a calendar year.

An employee who is the victim of Domestic Violence or Sexual Assault will be provided leave for any of the following:

1. To obtain or attempt to obtain any relief to help insure the health, safety or welfare of the victim or the victim's children, including, but not limited to: a temporary restraining order, restraining order or injunctive relief;
2. To seek medical attention for injuries caused by Domestic Violence or Sexual Assault;
3. To obtain services from a Domestic Violence shelter, Domestic Violence program, or Sexual Assault crisis center as the result of Domestic Violence or Sexual Assault; and/or,
4. To appear in court proceedings as a result of Domestic Violence or Sexual Assault.

In order to qualify for leave, the employee needs to give reasonable advance notice to the Human Resources Division unless such notice is not feasible. Within forty-eight (48) hours of returning from leave, the employee is asked to provide the Human Resources Division documentation that supports the need for the leave, which may include, but is not limited to, any of the following:

1. A police report verifying that the employee was the victim of Domestic Violence or Sexual Assault;
2. A court order of protection or other evidence from the court or the prosecuting attorney; or
3. Documentation from a medical professional, Domestic Violence advocate, advocate for victims of Sexual Assault, health care provider or counselor for the employee verifying that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of Domestic Violence or Sexual Assault.

Employees will not accrue Vacation Leave and/or Sick Leave while on unpaid leave for Domestic Violence or Sexual Assault, except an employee may accrue Vacation Leave and/or Sick Leave while on paid leave as set forth in those sections of this Employee Manual.

### **17.11 Funeral Leave**

Up to twenty-four (24) hours of leave with pay (not charged to other leave time) shall be granted to regular, Full-Time employees upon request to make arrangements for and attend funeral services of the following:

- Spouse
- Domestic Partner
- Child
- Step-Child
- Child of the domestic partner
- Parent
- Step-Parent
- Parent-in-Law

- Grandparent
- Step-Grandparent
- Grandparent-in-Law
- Grandchild
- Step-Grandchild
- Brother
- Step-Brother
- Sister
- Step-Sister
- Daughter-in-Law
- Son-in-Law
- Brother-in-Law
- Sister-in-Law
- Any relative living in the same household as the employee

Should you need more time off work due to the loss of anyone listed above you may take additional time off by utilizing any type of accrued leave including Sick Leave.

With your supervisor's approval, you may take time off to attend funerals of other relatives and friends. All types of accrued leave, except Sick Leave, may be used for this purpose.

### **17.12 Jury Duty Leave**

It is your civic duty as a citizen to report for Jury Duty whenever called. If you are called for Jury Duty, you need to notify your supervisor within forty-eight (48) hours of receipt of the jury summons.

The City of Arkansas City will pay you eight (8) hours of wages per day for a maximum of three (3) days of service. Should you be required to serve longer than three (3) days you may use accrued, paid leave (except Sick Leave) to make up for lost wages due to Jury Duty.

You must report for work if you are released from Jury Duty before the end of your Regularly Scheduled Work Shift or if you are temporarily released from Jury Duty.

### **17.13 Voting Leave**

The City considers voting to be a civic responsibility. City employees are entitled to a period of two (2) hours off of work in which to vote as specified in this section.

If an employee is scheduled to work for the entire time that the polls are open, the employee is entitled to take two (2) continuous hours off work in order to vote. If the polls are open for a period of two (2) hours during which an employee is not scheduled to work, the employee will not receive any time off and must vote during the time he or she is not scheduled to work.

### **17.14 Family and Medical Leave Act (FMLA)**

The City of Arkansas City complies with the Family and Medical Leave Act (FMLA) and will grant up to twelve (12) weeks of leave during a twelve (12)-month period to eligible employees (or up to twenty-six (26) weeks of military caregiver leave).

The purpose of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If you have any questions, concerns or disputes with this policy, please contact the Human Resources Division.

**17.14.a. Eligible Employees**

To be eligible for FMLA benefits, an employee must:

1. Work for a covered employer;
2. Have worked for the covered employer for at least twelve (12) months;
3. Have worked at least one-thousand two-hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the leave; and,
4. Work at a location in the United States, or in any territory or possession of the United States, where at least fifty (50) employees are employed within seventy-five (75) miles by the City of Arkansas City.

Employment periods prior to a break in service of seven (7) years or more will not be counted toward the twelve (12) months of service requirement, unless the break is occasioned by the employee's fulfillment of his or her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA)).

An employee who is among the highest paid ten percent (10%) of City employees within seventy-five (75) surface miles can be denied job restoration if keeping the job open for that employee would result in the City suffering substantial and grievous economic injury. However, once the employer has notified the employee that the employer intends to deny job restoration to the employee, the employee will be given the opportunity to return to work.

**17.14.b. Twelve (12) Week Leave Entitlement**

The City of Arkansas City shall grant an eligible employee up to a total of twelve (12) Work Weeks of unpaid leave during any twelve (12) month calendar-year period for one (1) or more of the following reasons:

1. For the birth and care of a newborn child of the employee;
2. For placement with the employee of a son or daughter for adoption or foster care;
3. To care for the employee's spouse, son, daughter or parent with a serious health condition;
4. Because of a serious health condition that renders the employee unable to perform the functions of the employee's job; and/or,
5. For a qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is on active duty or called to active duty status.

**17.14.c. Military Caregiver Leave (Twenty-Six (26) Week Leave Entitlement)**

An eligible employee who is a spouse, son, daughter, parent or next of kin of a covered servicemember with a serious injury or illness shall be entitled to a total of twenty-six (26) Work Weeks of unpaid leave during a single twelve (12) month calendar period to care for the servicemember. The “single 12-month period” for leave to care for a covered servicemember with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later.

An eligible employee is limited to a combined total of twenty-six (26) Work Weeks of leave during a single twelve (12) month period for any FMLA-qualifying reason.

**17.14.d. Intermittent or Reduced Schedule Leave**

When medically necessary for an employee’s serious health condition, or the serious health condition of a spouse, child or parent, leave may be taken in separate blocks of time for a single qualifying reason or by way of a reduced weekly or daily work schedule. In such circumstances, the City can require the employee to temporarily transfer to an alternative position which is equivalent in pay and benefits or a Part-Time schedule that better accommodates recurring absences.

Intermittent or reduced leave may be taken only with the City’s consent for the care of a newborn child, a newly-adopted child or a child recently placed for foster care. Consent is not required if an employee needs to take leave for his or her own serious health condition in connection with the birth of a child or for the newborn’s serious health condition.

When leave is needed for planned medical treatment, employees must make a reasonable effort to schedule treatment so as not to unduly disrupt the City’s operations.

**17.14.e. Spouses’ Combined Leave**

Spouses who are both employed by the City of Arkansas City are entitled to a joint total of 12 weeks of leave for the birth of a child, or for placement for adoption or foster care of a child or for the care of a parent with a serious health condition. Leave for birth and care, or placement for adoption or foster care, must conclude within twelve (12) months of the birth or placement. Spouses who are both employed by the City of Arkansas City also are entitled to use a combined total of twenty-six (26) weeks of leave to care for a covered servicemember with a serious injury or illness during the same single twelve (12) month period.

**17.14.f. Requesting FMLA Leave**

All employees requesting FMLA leave must provide verbal or written notice of the need for leave to the department/division head or the Human Resources Division.

Requests should be made no later than thirty (30) days prior to the anticipated start date of the leave except where the need is unforeseeable or such notice is impracticable. If the leave is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as possible.

When the need for leave is not foreseeable, the employee must provide notice to the City prior to the start of the employee’s Regularly Scheduled Work Shift, absent unusual circumstances. Failure to make a timely request for FMLA leave—in other words, to put the City on notice of the need for leave—may mean that all, or part, of the employee’s time off may not qualify as FMLA leave or such leave may be delayed.

Once leave is taken, employees shall regularly report their status to the City of Arkansas City.



**17.14.g. Use and Accrual of Paid and Unpaid Leave While on FMLA Leave**

FMLA leave will run concurrently with the use of all available Paid leave. If the employee has accrued, paid leave, the employee must use all accrued, paid leave first and then take the remainder of the FMLA leave as unpaid leave.

All accrued, paid Sick Leave must be exhausted first before entering into any other type of paid leave, or unpaid leave, while on FMLA leave.

**17.14.h. Workers' Compensation and Short-Term Disability While on FMLA Leave**

Leave for a Workers' Compensation injury (to the extent that it qualifies) may be designated as FMLA leave and may run concurrently with FMLA leave.

Employees who are receiving any type of short-term disability payments (such as Workers' Compensation Temporary Total Disability) for the same leave that qualifies for FMLA leave with the City shall not use accrued or earned Paid leave while on FMLA leave. In this case, the employee must notify the Human Resources Division of any short-term disability payments.

**17.14.i. Medical Certifications**

The City of Arkansas City will require Medical Certification, by a health care provider, to support an employee's request for leave due to the employee's own serious health condition, or to care for a seriously ill child, spouse or parent.

Certification of an employee's serious health condition must include, among other things, a statement that the employee is unable to work at all, or is unable to perform at least one (1) of the essential functions of his or her position. For leave to care for a seriously ill child, spouse or parent, the certification must include, among other things, an estimate of the amount of time the employee is needed to provide care.

The City will provide employees with a certification form when certification is required. Employees must return the requested certification to the City within fifteen (15) calendar days after the City's request, absent extenuating circumstances. Employees must provide a complete and sufficient certification. Failure to submit the necessary Medical Certifications may mean that all, or part, of the employee's time off may not qualify as FMLA leave.

**17.14.i.1. Clarification of Medical Certification**

The City's health care provider or the Human Resources Division may clarify a Medical Certification of a serious health condition with the employee's health care provider. The City of Arkansas City may require a second medical opinion, and subsequent and periodic Recertifications, at its expense. If the employee's and employer's opinions conflict, the City may require the binding opinion of a third health care provider, whose identity the City and employee must approve, and which shall be paid for by the City.

**17.14.i.2. Recertification**

The City may request Recertification of the serious health condition of the employee or the employee's family member no more frequently than every thirty (30) days, unless circumstances have changed significantly, the employer receives information casting doubt on the reason given for the absence or the employee seeks an extension of his or her leave. Otherwise, the City may request Recertification of the serious health condition of the employee or the employee's family member every six (6) months in connection with an FMLA absence.

The City may ask for the same information when obtaining Recertification that was permitted for the original certification. The employee has the same obligations to participate and cooperate in the

Recertification process as in the initial certification process, including providing a complete and sufficient certification or adequate authorization to the health care provider. If the employee fails to provide a Recertification within fifteen (15) calendar days after the City's request, absent extenuating circumstances, then the employer may deny continuation of the FMLA leave protections until the employee produces a sufficient Recertification. If the employee never produces the Recertification, it may mean that the employee's time off may not qualify as FMLA leave. The cost of the Recertification is the responsibility of the employee.

**17.14.i.3. Certifications for Military Family Leave**

The City will require certification to support an employee's request for military family leave arising from the employee's qualifying exigency, or to care for a covered servicemember with a covered serious illness or injury.

The City will provide employees with a certification form when certification is required. Employees must return the requested certification to the City within fifteen (15) calendar days after the City's request, absent extenuating circumstances. Employees must provide a complete and sufficient certification. Failure to submit the necessary Medical Certifications may mean that all, or part, of the employee's time off may not qualify as FMLA leave.

**17.14.j. Benefits during FMLA Leave**

Group Health Insurance coverage will continue for employees on FMLA leave as if they were not on leave, and will do so on the same conditions as coverage would have been provided if the employee had been working continuously during the entire leave period. Employees who paid part of the premiums to maintain health coverage before taking leave must, to continue coverage during leave, continue to make those payments, and the payments should be coordinated through the Human Resources Division.

Should the employee fail to return to work, or remain at work upon return for less than thirty (30) days, for reasons other than serious health conditions or retirement, or for reasons beyond the employee's control, the City may recover from the employee the costs of payments made to continue the employee's Health Insurance (the employee's contribution as well as the employer's contribution).

**17.14.k.. Status of Additional Benefits during FMLA Leave**

If the employee elected and contributes to other benefit plans, the employer will continue making Payroll Deductions while the employee is on paid FMLA leave. While on unpaid FMLA leave, the employee may (to be determined by the benefits provider – Official Plan Document(s)) elect to continue these benefits through personal payment. If approved, the payment must be received by the City by the first (1<sup>st</sup>) day of each month for that month's corresponding coverage. If the payment is more than thirty (30) days late, the employee's additional benefits may be dropped for the duration of the leave.

An employee returning from FMLA leave may be able to reinstate his or her benefits potentially lost during his or her leave. Eligibility may be determined by the employer and the benefits providers (e.g., insurance companies) and Official Plan Document(s).

At times, the employer may elect to maintain other benefit plans, for the employee, while the employee is on unpaid leave FMLA leave by paying the employee's share of the premium payments. If the employer maintains this coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

**17.14.l. Medical Certification to Return to Work**

Employees returning to work following FMLA leave may be required to provide the Human Resources Division with a release from a health care provider, allowing the employee to return to duty, prior to

reporting for duty. Employees who fail to provide the release to return to duty may not be permitted to resume work until that document is provided.

Employees who are absent on an intermittent or reduced leave schedule may be asked to provide a certification of fitness to return to duty for such absences up to once every thirty (30) days (or at any interval not to exceed every thirty (30) days) if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took such leave.

If, while on FMLA leave, an employee obtains physician-imposed restrictions, the employee must report this to the Human Resources Division, prior to returning to work. The employee will be required to provide a physician's statement detailing the employee's restrictions, if any, and may be asked to provide a fit for duty certification with regard to the particular health condition that caused the employee's need for FMLA leave.

This certification would specifically address the employee's ability to perform the essential functions of the employee's job as identified by the employer. The cost of the certification shall be borne by the employee. The City may delay restoration to employment until an employee submits a required fit for duty certification. An employee who fails to submit the required fit for duty certification is not entitled to reinstatement under the FMLA.

**17.14.m. Job Restoration Following Return from FMLA Leave**

Upon return from FMLA leave, an employee shall be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits and other terms and conditions of employment. An employee's use of FMLA leave shall not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, except that any bonus, payment or benefit based on the achievement of a specified goal, such as hours worked or perfect attendance, shall be denied on the same terms and conditions that such benefits are denied to employees on other types of non-FMLA leave.

**17.14.n. Complaint Procedure**

Any employee who believes that he or she has witnessed or experienced any employee interfering with an employee's leave, or retaliating against an employee for inquiring about, requesting or taking leave, shall immediately report the incident to a supervisor, department head or the Human Resources Division.

**17.14.o.. Limitations of Policy Provisions**

The City of Arkansas City is committed to complying with the FMLA laws, regulations and interpreting authority. This policy generally describes critical FMLA provisions and is not intended to provide an exhaustive explanation of the Act. To the extent that anything in this policy is inconsistent with or prohibited by the prevailing FMLA laws bearing on this policy and binding on the City, then the law shall control. Any questions regarding the meaning of this policy, an employee's eligibility or entitlement to leave or an employee's return to work should be directed to the Human Resources Division.

**17.14.p. Definitions**

The terms used above shall be defined as follow:

- a) Child – A child shall include a newborn, a child 18 and under, a child 18 and over unable to care for themselves due to disability, foster children, wards of the state and stepchildren.
- b) Covered Servicemember – A covered servicemember includes: (1) current members of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list, for a serious injury or illness and (2) veterans who are

undergoing medical treatment, recuperation, or therapy for a serious injury or illness at any time during the period of five (5) years preceding the date on which the veteran undergoes that treatment.

- c) Inpatient Care – Inpatient care shall include an overnight stay in a hospital, hospice or residential medical care facility, including any period of incapacity (e.g., inability to work, attend school or perform other regular daily activities) or subsequent treatment in connection with such inpatient care.
- d) Qualifying Exigencies – Qualifying exigencies, for purposes of leave to care for a military member, shall include:
- 1) Issues arising from a covered military member’s short notice of deployment (e.g., seven (7) or less days of notice) for a period of seven (7) days from the date of deployment notification;
  - 2) Attending military events and related activities, such as official ceremonies, programs or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;
  - 3) Certain childcare and school-related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a nonroutine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility and attending certain meetings at a school or a day care facility;
  - 4) Making or updating financial and legal arrangements to address a covered military member’s absence while on active duty or call to active duty status;
  - 5) Attending counseling, for oneself, the covered military member, or the child of the covered military member, whereby the need for which arises from the active duty or call to active duty status of the covered military member;
  - 6) Taking up to five (5) days of leave to spend time with a covered military member on temporary, rest and recuperation leave during deployment;
  - 7) Attending certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events and other official ceremonies or programs sponsored by the military for a period of ninety (90) days following the termination of the covered military member’s active duty status; or,
  - 8) Address issues arising from the death of a covered military member while on active duty.
- e) Parent – A parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter. This term does not include parents “in law.”
- f) Serious Health Condition – A serious health condition means an illness, injury or impairment, or physical or mental condition that involves either:
- (1) Inpatient care; or
  - (2) Continuing treatment by a health care provider which includes one (1) of the following:
    - a) A period of incapacity lasting more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:

- i. Treatment two (2) or more times by, or under the supervision of, a health care provider (e.g., in-person visits, the first within seven (7) days and both within thirty (30) days) of the first day of incapacity); or
    - ii. One (1) treatment by a health care provider (e.g., an in-person visit within seven (7) days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or
  - b) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence;
  - c) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to the health care provider is not necessary for each absence;
  - d) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; and/or,
  - e) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days if not treated.
- g) Serious Injury or Illness of a Servicemember – For purposes of military caregiver leave, a serious injury or illness of a servicemember is an injury or illness which originally occurred, or which already existed but was aggravated, in the line of duty while on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating. It also includes an injury or illness which manifested itself either before or after the servicemember became a veteran.

### **17.15 Administrative Leave**

Administrative Leave is a leave of absence from the employee's assigned worksite with pay and benefits intact. Employees may be placed on Administrative Leave primarily for investigations or/and internal reviews to be conducted.

An employee may be placed on Administrative Leave when an allegation of misconduct is made against them. During the leave, the City may investigate the situation before determining an appropriate course of action.

Administrative Leave does not, in itself, imply that an employee will be disciplined or that an allegation is credible, which is why pay and benefits are not discontinued. Administrative Leave simply allows the City to investigate the incident and maintain the employee's status while at the same time removing them from the workplace, eventually leading to either their return or dismissal.

Police officers are routinely placed on Administrative Leave after a shooting incident while an investigation is conducted, without implying fault on the part of the officer.

Whistleblowers may also be placed on Administrative Leave as a way to protect them from potential harassment.

### **17.16 Use of Unpaid Leave**

Occasionally, for medical, personal or other reasons, you may need to be temporarily released from the duties of your job with the City. It is the policy of the City of Arkansas City to allow eligible employees to apply for and be considered for certain specific leaves of absence.

Time off for any reason during a Regularly Scheduled Work Shift will require use of accrued leave. Once you have used all accrued leave any additional time off will be without pay.

All requests for leaves of absence need to be submitted in writing to your supervisor. Each request shall provide sufficient detail such as the reason for the leave, the expected duration of the leave, and the relationship of family members, if applicable.

There are several types of unpaid leave for which you may be eligible.

### **17.17 Personal Leave of Absence without Pay**

A Personal Leave of Absence without Pay may be granted in certain situations to employees who are not eligible for, or have exhausted all forms of available, paid leave. Personal Leave of Absence without Pay status is generally intended for the following situations:

1. Unplanned, extended situations not covered by other leave policies such as, but not limited to, medical leave and extended Funeral Leave;
2. Exhaustion of FMLA Leave entitlement and/or Workers' Compensation Temporary Total Disability without the ability to return to work immediately; and/or,
3. Any justifiable reason at the City's discretion provided the leave does not seriously disrupt the City's operations.

Employees, except those on Workers' Compensation Temporary Total Disability (TTD), will not be granted leave without pay status unless all of their accrued, paid leave has been exhausted.

Those employees on Workers' Compensation Temporary Total Disability who have exhausted their FMLA leave or do not qualify for FMLA leave may be placed on Personal Leave of Absence without Pay although they may receive TTD and may still have accrued leave time available.

Personal Leave of Absence without Pay may be allowed, at the sole discretion of the City Manager, for no more than six (6) months.

***This policy shall in no way subrogate or hinder the employee's eligibility for leave covered under the Family and Medical Leave Act or a reasonable accommodation according to the Americans with Disabilities Act or the ADA Amendments Act.***

#### **17.17.1 Benefits**

Health, life or any other insurance shall be discontinued while on Personal Leave of Absence without Pay; unless, approved under the guidance of insurance policy restrictions. The employee pays the entire portion of any premium for health, dental, life or other group insurance policy. Employees may be eligible for COBRA continuation in this situation.

Any benefits under the KPERS and KP&F plans will be subject to the rules set forth by the public employees' retirement system.

No paid leave shall accrue, nor will other leaves of absence be available to an employee, while on Personal Leave of Absence without Pay.

**17.17.2 Return to Work**

The City cannot guarantee reinstatement to employees desiring to return from Personal Leave of Absence without Pay (unless such reinstatement is required by the USERRA or another federal or state law).

Employees returning to work following Leave of Absence without Pay are required to provide the Human Resources Division with any physician-imposed restrictions prior to returning to work and may be asked to complete applicable forms.

**17.17.3 Inability to Return to Work**

If the employee does not return to work by the specified return date, the City will assume the employee to have resigned and Separation processes shall be completed.

**17.17.4 Exhausting Leave of Absence without Pay**

Once an employee has exhausted all accrued leave and Personal Leave of Absence without Pay without eligibility for any other type of leave, the employee will be deemed to have exhausted all available leave options and the City shall separate the employee's employment.

If the employee leaves employment in good standing the employee may be considered for employment by application at any time in the future.

## Chapter 18

### Illness, Injury and Fitness for Duty

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Date Effective: 1/1/22

It is very important that each employee maintains that level of physical or mental fitness required for performing his or her job. We understand that illness and/or injury may happen on or off duty and want to encourage you to always immediately report work related illnesses/injuries to your supervisor and/or department/division head; and, also understand that it is important to notify your supervisor and/or department/division head in cases of off duty illnesses or injury that may affect your ability to perform the functions of your job safely (for yourself and others).

#### **18.1 Off Duty Illness or Injury**

If an employee becomes ill or is injured off the job and obtains physician imposed restrictions and/or medications which impair the employee's ability to perform the job safely the employee should report this to the department/division head prior to returning to work.

The employee shall be required to provide a physician's statement detailing the employee's restrictions, if any, and may be asked to complete applicable forms. Together, the department/division head and the Human Resources Division will determine if the employee shall be allowed to return to work.

If reasonable, meaningful work which will not require the employee to violate his or her restrictions can be found, the employee may be allowed to return to a modified duty. In such cases, the employee and the department/division head will confirm the duties or responsibilities of the modified duty assignment fully comply with the stipulations of the physician's conditional release to return to work instructions.

If it is determined that no reasonable or meaningful work can be found, that will not require the employee to violate his or her restrictions, the employee will not be allowed to return to duty until such time reasonable, meaningful work that will not require the employee to violate his or her restrictions can be found, or until the employee provides the City with a release to return to regular duty.

If a modified duty assignment expires before the employee can return to his or her regular job, and it is determined that the employee is unable to safely perform the essential functions of his or her regular job, and no reasonable accommodation(s) exist that would allow the employee to do so, the employee may be administratively transferred to a position which would allow them to perform the essential functions of said position, with or without reasonable accommodation(s).

If this option is not available, the employee should consult the Human Resources Division for guidance on leave options.

If, after the employee has exhausted all available leave (paid and/or unpaid leave) and the employee still cannot return to his or her regular job, and no reasonable accommodation(s) exist that would allow the employee to do so, termination of employment may ensue.

If the physician releases the employee to return to full duty at any time during a modified duty assignment, it is the employee's responsibility to inform the department/division head immediately.



## **18.2 Fit-for-Duty Exams**

At times of illness or injury, whether currently working or just returning to work following an illness or injury, it may be necessary for the employer to assess whether the employee can return and perform the functions of the position safely.

A Fit-for-Duty Exam assists the employer in determining if the employee is physically and/or psychologically able to safely perform their job. Fit-for-duty exams can be performed for employees who are currently working or employees who are returning to work after illness or injury.

Any employee may be required to submit to a Fit-for-Duty Exam, possibly including a Physical Capacity Profile (PCP) test, in a variety of situations. The cost of such examination may be paid by the City.

Employees may be required to undergo a Fit-for-Duty Exam under the following conditions:

- When actual problems exist or are reported regarding the employee's performance of any essential function of the position;
- When there exists legitimate concerns about whether the individual, or his or her performance, poses a direct threat to the safety and health of themselves or others;
- To determine the necessity for or existence of a reasonable accommodation; and/or,
- When medical evaluation, screening and monitoring is required by federal, state or local law.

Elements of a Fit for Duty Assessment may include any of the following:

1. Any assessment, testing (including a Physical Capacity Profile (PCP) test) or exam that provides information on the employee's ability to perform the essential functions of the position; and/or,
2. A medical examination performed by an authorized physician chosen and agreed upon by the employee and the employer.

***This policy shall in no way disregard or negate the rights of any employee with a disability covered under the Americans with Disabilities Act or the ADA Amendments Act.***

## Chapter 19

### Drug and Alcohol Free Workplace

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Date Effective: 1/1/22

The City of Arkansas City is a Drug-Free-Workplace. The City will uphold a good faith effort to maintain a Drug-Free-Workplace by:

1. Publishing and providing this policy to all employees, informing them that the unlawful manufacture, distribution, dispensation, possession and/or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees who violate this policy;
2. Establishing a drug awareness program to make employees aware of:
  - a. The dangers of drug abuse in the workplace;
  - b. The City's policy of maintaining a Drug-Free-Workplace;
  - c. Available drug counseling, rehabilitation and employee assistance programs (EAP); and,
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Notifying employees that they must:
  - a. Abide by the terms of the policy statement; and,
  - b. Notify the employer, within five (5) calendar days, if they are convicted of a criminal drug violation.
4. Notifying employees about the drug testing requirements involved in Department of Transportation (DOT) regulated positions;
5. Notifying employees about applicable City policies regarding drug testing; and,
6. Imposing a penalty on or requiring satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug violation.

As a condition of employment, employees are required to abide by the terms of this policy. This substance abuse policy primarily governs actions in the areas of alcohol and drugs.

Violations of the City's Drug-Free-Workplace policy will likely result in immediate discipline, up to and including termination.

#### **19.1 Drug and Alcohol Policy Definitions**

For purposes of the City's Drug and Alcohol Free Workplace policy, the following terms are defined:

- a) **Illegal Drugs** - Illegal Drugs are drugs or controlled substances that are:
  - (1) Not legally obtainable; or
  - (2) Illegally obtainable, but not obtained or used in a lawful or prescribed manner.

The term "Illegal Drugs" also includes mind-altering and/or addictive substances that are not sold as drugs or medicines, but are used for a mind-altering or behavior-altering effect (e.g., glue, peyote).
- b) **Legal Drugs** - Legal Drugs are those prescribed or over-the-counter drugs that are legally obtained by the employee, and used for the purpose for which they were prescribed and sold.

- c) City Property - The term "City Property" includes work sites; parking lots; vehicles; offices owned, rented, utilized or serviced by the City; employee-owned or employee-rented vehicles on the property of the City or of any customer of the City while on City business; and locations where the employee represents the City in any capacity.
- d) On Duty - The term "On Duty" includes all working hours, as well as meal periods and break periods, regardless of whether on premises, and all hours when the employee represents the City in any capacity.
- e) EAP - Employee Assistance Program.

## **19.2 Drug Use Prohibitions**

The use, sale, purchase, possession, manufacture, distribution or dispensing of Illegal Drugs on City property or while on duty is against City policy. It also is against City policy for any employee to report to work or to work with the presence of Illegal Drugs in the employee's body. The consumption, possession or the state of being under the influence of Illegal Drugs on City property or while on duty is also a violation of City policy. All of the above actions are strictly prohibited by the employer.

The use of Legal Drugs also can affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any Legal Drug that might impair safety, performance or any motor function must advise his or her supervisor before reporting to work under the influence of such medication. Improper use of Legal Drugs also is strictly prohibited.

***In Call-Out situations, employees should not report for duty if their performance could/would be impaired by the use of Illegal and/or Legal Drugs and should so indicate to the supervisor requesting that the employee return to duty. If an employee returns for Call-Out and, in the opinion of the supervisor, his or her performance and the safety of others is impaired by the use of Illegal and/or Legal Drugs, the supervisor shall have the employee discontinue duties and tested for the presence of drugs (Illegal and/or Legal) in his or her system. A supervisor or his or her designee shall escort the employee to the testing facility and then home. Employees shall not be allowed to drive themselves to the testing facility or home from the workplace.***

In addition, refusal to submit to, efforts to tamper with or failure to pass a drug test will result in disciplinary action, up to and including termination.

## **19.3 Alcohol Use Prohibitions**

The consumption, possession or the state of being under the influence of alcohol on City property or while on duty is a violation of City policy. These actions are strictly prohibited by the employer.

***In Call-Out situations, employees should not report for duty if their performance could/would be impaired by the use of alcohol and should so indicate to the supervisor requesting that the employee return to duty. If an employee returns for Call-Out and, in the opinion of the supervisor, his or her performance and the safety of others is impaired by the use of alcohol, the supervisor shall have the employee discontinue duties and tested for the presence of alcohol in his or her system. A supervisor or his or her designee shall escort the employee to the testing facility and then home. Employees shall not be allowed to drive themselves to the testing facility or home from the workplace.***

An alcohol test result of .02 or higher will be considered positive. For Department of Transportation (DOT) regulated positions, a .04 or above requires referral to a Substance Abuse Professional (SAP).

Employees should refer to the City's FMCSA/DOT Drug and Alcohol Testing Policy/Program if they must possess a Commercial Driver's License (CDL) to perform the functions of their job with the City.

In addition, refusal to submit to, efforts to tamper with or failure to pass an alcohol test will result in disciplinary action, up to and including termination.

#### **19.4 Post-Accident Drug and Alcohol Testing**

The following events may trigger post-accident drug and alcohol testing:

1. Any type of accident;
2. A fatality;
3. An automobile accident;
4. An injury to any employee that requires medical treatment;
5. A serious injury to any other individual when a City employee is involved; and/or,
6. Damage in excess of five-hundred dollars (\$500.00) to vehicles and/or other property.

#### **19.5 Reasonable Suspicion Drug and Alcohol Testing**

Employees of the City may be required to submit to testing for being under the influence of drugs or alcohol when their behavior and/or job performance indicates their ability to perform the duties of their position is being impaired by the use of a controlled substance, Illegal or Legal Drug(s), or where information is provided by a reputable source that indicates abuse of drugs and/or alcohol. In these cases, the employee may be required to undergo immediate testing for drugs and/or alcohol in his or her system.

#### **19.6 Drug Testing for Safety Sensitive Positions**

The City may conduct pre-employment testing on designated Safety Sensitive positions at the time of hire, Transfer or Promotion, as well as random testing of designated Safety Sensitive positions.

Random testing of Safety Sensitive employees will be conducted in a manner consistent with the requirements of state and federal law, where applicable. Safety Sensitive positions include, but are not limited to truck drivers, police officers, firefighters and employees in charge of potentially dangerous equipment.

#### **19.7 Drug and Alcohol Testing for Employees Holding a Commercial Driver's License (CDL)**

Employees holding a Commercial Driver's License (CDL), who utilize the license in the performance of their job, must comply with random drug and alcohol testing as required by federal law.

#### **19.8 Return to Duty Drug and Alcohol Testing**

Any employee who violates this policy and is not terminated must meet all of the following conditions before returning to work:

1. Be referred to the City's Employee Assistance Program (EAP) and have been evaluated by a Substance Abuse Professional (SAP);
2. Complete the recommended evaluation/rehabilitation program successfully; and,
3. Receive a verified negative test result on a Return to Duty test.

### **19.9 Drug and/or Alcohol Testing Results**

Results of an applicant's or employee's test for the use of Illegal Drugs or alcohol shall be submitted to the Human Resources Division.

### **19.10 Arrest or Conviction for Drug-Related Crime**

If an employee is arrested or convicted of a drug-related crime, the City may investigate the circumstances and City officials may require a drug test.

As a condition of employment, an employee shall notify his or her department/division head of any criminal drug statute conviction or for any plea of guilty, no contest or suspended imposition of sentence that has been entered on a criminal drug statute charge. The employee must give notice in writing to the City within five (5) days of such conviction, plea or imposition.

### **19.11 Arrest or Conviction for Alcohol-Related Crime**

If an employee is arrested or convicted of an alcohol-related crime, the City may investigate the circumstances and City officials may require an alcohol test.

As a condition of employment, an employee shall notify his or her department/division head of any criminal alcohol statute conviction or for any plea of guilty, no contest or suspended imposition of sentence that has been entered on a criminal alcohol statute charge. The employee must give notice in writing to the City within five (5) days of such conviction, plea or imposition.

### **19.12 Duty to Report**

Every employee has a duty to report known or suspected violations of the City's drug and alcohol policies. Known or suspected violations should be reported to the supervisor, department/division head or the Human Resources Division.

### **19.13 Disciplinary Action**

Any violation of the City's Drug and Alcohol Free Workplace policy, including a verified positive drug or confirmed alcohol test, will result in disciplinary action up to and including termination.

### **19.14 Voluntary Assistance**

Employees who think they have a problem with drug and/or alcohol abuse may voluntarily request assistance from the City by contacting the Human Resources Division. The City will attempt to assist the employee by referral to an Employee Assistance Program (EAP).

The expense of treatment will be paid by the employee's insurance or the employee. Conscientious efforts to seek such help will not jeopardize the employee's job and will not, if requested by the employee, be noted in the employee's personnel file. However, the employee's continued employment with the City will depend upon successful rehabilitation from drug and/or alcohol abuse and continued satisfactory performance on the job.

**19.15 Cannabidiol (CBD)**

Cannabidiol (CBD) is a chemical in the Cannabis sativa plant, also known as marijuana or hemp. Recently, CBD products have come to our attention as an employer. These over-the-counter products are often used to relieve pain and alleviate stress and anxiety. The products come in a variety of forms and can be ingested, smoked or used topically. CBD products are derivatives of the cannabis plant.

Although CBD products do not produce a high, such as other forms of cannabis, the chemical THC (Tetrahydrocannabinol) is still found in CBD products. Drug testing methods cannot differentiate between the THC in CBD products and other cannabis products. The presence of THC in the CBD products will most likely cause a positive drug test result.

It's critical for you to be aware that should you test positive for THC you will be in violation of the City's Drug and Alcohol Free Workplace policy regardless of the source; so, it is very important to be aware of what you ingest, smoke or apply topically.

We value all employees and want to make sure you understand the potential consequences of the use of any type of drug(s) including CBD products.

## Chapter 20

### Motor Vehicle Operation

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Date Effective: 1/1/22

#### **20.1 City Owned Vehicles**

City Owned Vehicles are to be used for official City business only. The driver of a City vehicle is responsible for the vehicle while it is in his or her charge and must not permit unauthorized persons to drive the City Owned Vehicle.

Employees who operate any vehicle or equipment on City business must have a valid, current driver's license of the type required by state statute for the operation of such vehicle or equipment. In addition, employees operating any vehicle on City business must be covered by the City's vehicle insurance policy (not be excluded due to his or her driving record).

Drivers of City vehicles are to report all infractions or violations while driving a City vehicle to their supervisor and department/division head immediately.

The driver is responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

#### **20.2 Use of Private Vehicles**

Use of private vehicles for City business must be authorized by the appropriate department/division head. The City will reimburse for the use of a private vehicle on City business, outside the city limits, at the most current rate established by Internal Revenue Service (IRS) for business mileage reimbursement.

#### **20.3 Driver's License and Driving Record**

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license and acceptable driving record. It is the employee's responsibility to provide a copy of his or her current driver's license to the employer. The City may run a motor vehicle record check to determine an employee's driving record at any time.

##### **20.3.a. Failure to Maintain a Valid Driver's License**

An employee whose Job Description requires the possession and maintenance of a valid, driver's license and/or any required special driving certification in order to perform the essential functions of the job, and who subsequently has his or her license revoked, rescinded, suspended or the renewal denied, may be terminated from employment for failure to maintain the necessary qualification(s) required for the position.

#### **20.4 Moving Violations, Accidents and Hazardous Drivers**

Any changes in an employee's driving record, including but not limited to, driving infractions must be reported to the supervisor and department/division head immediately.

The City Manager shall have the authority to remove driving privileges from employees who have a poor driving history, hazardous pattern of motor vehicle violations or accidents or disregard for motor vehicle laws.

### **20.5 Fitness to Drive**

The City reserves the right to require any employee who operates a vehicle on City business to be examined by a qualified physician, selected and paid for by the City, if there is reason to be concerned that the employee's health may be impairing his or her ability to safely operate a vehicle.

Any employee who is taking prescription medications that may impair his or her ability to safely operate a motor vehicle must report this to their department/division head. The department/division head may ask for a doctor's note to determine fitness to operate a motor vehicle.

No person shall operate a motor vehicle while under the influence of alcohol or any other substance that can impair judgment.

### **20.6 Seatbelt Use**

Drivers and passengers of City Owned Vehicles, or personal vehicles being used for work purposes are required to have seatbelts on and fastened whenever the vehicle is in motion.

### **20.7 Motor Vehicle Accidents**

If an employee is involved in an accident that results in personal injury or property damage while operating a City-owned vehicle or a privately owned vehicle on City business, the following steps should be taken:

- 1) **Call 911 in the case of injuries;**
- 2) **Notify the Arkansas City Police Department immediately (all public and private property accidents);**
- 3) Ask that all parties, property and concerned persons remain at the scene of the accident until police officers investigate;
- 4) Report the accident, no matter how small, to the supervisor and department/division head immediately; and,
- 5) Do not discuss the accident with anyone at the scene of the accident except the investigating officer.

Involvement in a motor vehicle accident may trigger drug and/or alcohol testing.

### **20.8 Commercial Driver's License (CDL)**

#### **20.8.a. CDL Required for Operation of Certain Heavy Equipment**

According to federal and state law, some equipment requires an operating license other than a Class "C" Driver's License. If an employee is hired without the appropriate licensing for the position, he or she must obtain the appropriate licensing as soon as possible following his or her date of hire or as soon as the department/division head is able to accommodate the appropriate testing. Failure to obtain and maintain necessary licensing may lead to disciplinary action, up to and including termination of employment.



City employees required to have a Commercial Driver’s License (CDL) must report all convictions for violations of motor vehicle traffic laws and ordinances, other than parking violations, to the department/division head immediately.

**20.8.b. Cost of CDL Licensing**

When attempting the two (2) required CDL licensing tests ((1) written and (2) walk-around/driving) the City will reimburse the employee for the cost of (1) the first attempt (pass or fail) and (2) the final successful attempt at testing. All employees whose Job Description requires a Commercial Driver’s License will be reimbursed for their renewed driver’s license as long as CDL licensing is a requirement of their current position.

**20.8.c. Department of Transportation (DOT) and Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Testing Program**

The Department of Transportation (DOT) and the Federal Motor Carriers Safety Administration (FMCSA) require the City to establish a drug and alcohol testing program designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles.

All City employees who are required to perform their duties for the City through the use of Commercial Driver’s Licenses (CDL) are required to submit to random testing for the use of drugs and/or alcohol while on duty. In addition, the driver of any piece of equipment requiring a CDL that is involved in any accident may be tested for drugs and/or alcohol.

An in-depth DOT/FMCSA Drug and Alcohol Testing Policy for CDL holders, separate from this policy, will be provided to all City employees who are required to perform their duties for the City through the use of a Commercial Driver’s License (CDL).

Please note that these particular employees are subject to the DOT/FMCSA Drug and Alcohol Testing Policy in addition to the City’s Drug and Alcohol Free Workplace policy.

## Chapter 21

### Workplace Violence

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Date Effective: 1/1/22

Acts or threats of physical violence—including intimidation, harassment, coercion or any other conduct involving threatening or violent behavior—that involve or affect the City, or which occur on any City premises, will not be tolerated.

Acts, threats or any conduct involving violence include conduct that is sufficiently severe, offensive or intimidating to alter the employment conditions at the City or to create a hostile, abusive or intimidating work environment for one (1) or more employee(s).

The City prohibits threats and acts of violence against all persons involved in the City's operation, including, but not limited to, employees, contractors, temporary workers, customers/citizens and anyone else on any/all City property.

#### **21.1 Concerns of Violence**

All concerns of workplace violence must be reported immediately to a supervisor and department/division head unless the alleged violator involves anyone superior in the employee's Chain of Command. In such cases, the employee may report their concerns to the Human Resources Division or the City Manager.

#### **21.2 Incidents of Violence**

All incidents of workplace violence that present a potential threat to citizens, customers or employees must be reported immediately to a law enforcement agency by calling 911 and reporting to a supervisor and the department/division head unless the alleged violator involves anyone superior in the employee's Chain of Command. In such cases, the employee may report it to the Human Resources Division or the City Manager.

#### **21.3 Weapons in the Workplace**

##### **21.3.a Concealed Carry Handguns**

Employees of the City of Arkansas City have a right to carry a concealed handgun. Except for Police Officers and Fire Investigators, the carrying of a concealed handgun is not within the course and scope of the employee's employment with the City.

Employees that carry a concealed handgun are subject to the following:

1. Any injury while working that is caused by the employee choosing to carry a concealed handgun will not be considered for Workers' Compensation coverage and/or benefits;
2. Any liability associated with the employee's decision to conceal carry will not be defended by the City and will be of a personal nature—except for Police Officers and Fire Investigators—the carrying of a concealed handgun is not part of the employee's duties;

3. Employees are prohibited from leaving a handgun in plain view or unattended; instead, the employee shall have control of the concealed handgun at all times;
4. Employees should abide by all laws related to conceal carry, such as not entering any building, private or public, prohibiting conceal carry;
5. Firearms may not be stored in a City-owned vehicle; and,
6. The election of an employee to conceal carry may not interfere with the employee's ability to perform any duties and may not obstruct any required safety equipment.

**21.3.b. All Other Weapons**

Weapons (excluding concealed carry handguns) include any device that is designed to or traditionally used to inflict harm or any device that could be reasonably construed as a weapon. This includes, but is not limited to, open carry firearms, bludgeons, slingshots, explosives, knives in excess of four (4) inches long and any chemical whose purpose is to cause harm to another person.

Employees, except Police Officers (who may use/possess OC spray, Tasers and knives), may not at any time, while performing any job duties or while representing the City of Arkansas City, possess or use any weapons—excluding concealed carry handguns—except as specifically authorized by the City Manager.

Employees who violate this policy will be subject to disciplinary action up to and including termination.

## Chapter 22

### Safety

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Date Effective: 1/1/22

#### **22.1 Safety Culture**

The City takes the health and safety of its employees very seriously. It is the goal of the City to provide a safe workplace, safe equipment, adequate training and to establish and insist upon safe methods and work practices at all times.

All employees are expected to follow all safety rules and perform their duties in a safe and responsible manner. Employees should exercise good judgment and take appropriate precautions in the performance of their work. Employees are responsible for complying with prescribed safety directives.

#### **22.2 Reporting Safety Issues**

It is the responsibility of each employee to accept and follow established safety regulations and procedures. Please follow all of these rules:

- Report all safety concerns to a supervisor immediately;
- Report anything that needs repairing or replacing to a supervisor immediately;
- If you are ever in doubt about how to safely perform a job, or feel a task may be dangerous; please contact a supervisor before attempting to perform any aspects of the job or task; and,
- Immediately report all accidents to a supervisor.

#### **22.3 Reporting Injuries**

Immediately report all injuries, no matter how slight, to a supervisor.

#### **22.4 Safety Suggestions**

We strongly encourage employee participation and input on health and safety matters. You may report potential hazards and make suggestions about safety without fear of retaliation. We appreciate, encourage and expect this type of involvement.

#### **22.5 Fire Prevention**

Know the location of the fire extinguisher(s) in your area and make sure they are kept clear at all times. Notify your supervisor if an extinguisher is used or if the seal is broken. Keep in mind that extinguishers that are rated ABC can be used for paper, wood or electrical fires. Make sure all flammable liquids, such as alcohol, are stored in approved and appropriately labeled safety cans and are not exposed to any potential ignition source.

**22.5.a. Fire Extinguishers**

Know where fire extinguishers are and how to use them.

**22.5.b. In Case of Fire**

If you are aware of a fire, you should:

- 1) Dial 911 or the local Fire/EMS Department;
- 2) Evacuate all employees from the area;
- 3) If possible, immediately contact your supervisor;
- 4) If the fire is small and contained, locate the nearest fire extinguisher. (This should only be attempted by employees who are knowledgeable in the correct use of fire extinguishers.); and,
- 5) If the fire is out of control, leave the area immediately. No attempt should be made to fight the fire.

**22.5.c. Emergency Evacuation**

When the Fire/EMS Department arrives direct the crew to the fire. Do not re-enter the building until directed to do so by the Fire/EMS Department.

If you are advised to evacuate the building, you should:

- 1) Stop all work immediately;
- 2) Contact outside emergency response agencies, if needed;
- 3) Shut off all electrical equipment and machines, if possible;
- 4) Walk to the nearest exit including emergency exit doors;
- 5) Exit quickly but do not run. Do not stop for personal belongings;
- 6) Proceed, in an orderly fashion, to a parking lot near the building; and,
- 7) Be present and accounted for during roll call.

**22.6 Security**

Maintaining the security City buildings is every employee's responsibility. Develop habits that ensure security as a matter of course.

For example:

- Always keep cash properly secured. If you are aware that cash is insecurely stored immediately inform the person responsible;
- Know the location of all alarms and fire extinguishers and familiarize yourself with the proper procedure for using them should the need arise; and,
- When you leave City premises make sure all entrances are properly locked and secured.

## Chapter 23

### Standards of Conduct

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Date Effective: 1/1/22

#### **23.1 Overall Standards of Conduct**

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively and harmoniously. By accepting employment with us, you have a responsibility to the City of Arkansas City, and to your fellow employees, to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, our organization will be a better place to work for everyone.

#### **23.2 Unacceptable Activities**

Generally speaking, we expect each person to act in a mature and responsible way at all times. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed below, please see your supervisor for an explanation.

Note that the following list of Unacceptable Activities does not include all types of conduct that can result in disciplinary action, up to and including termination.

Nothing in this list alters the At-Will nature of your employment; either you or the City of Arkansas City may terminate the employment relationship with or without reason, and in the absence of any violation of these rules:

- 1) Violation of any City rule; any action that is detrimental to the City of Arkansas City's efforts to operate effectively.
- 2) Violation of security or safety rules or failure to observe safety rules or the City of Arkansas City's safety practices.
- 3) Negligence or any careless action which endangers the life or safety of another person.
- 4) Being intoxicated or under the influence of a controlled substance while at work; use, possession or sale of a controlled substance in any quantity while on or off City premises while at work, except medications prescribed by a physician which do not impair work performance.
- 5) Unauthorized possession of dangerous or illegal firearms, weapons or explosives on or off City property while on duty.
- 6) Engaging in criminal conduct or acts of violence or making threats of violence toward anyone on or off City premises while on duty or when representing the City of Arkansas City; fighting, or provoking a fight on or off City property while on duty or negligent damage of property.
- 7) Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work; refusal to help out on a special assignment.
- 8) Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose.

- 9) Engaging in any act of sabotage; negligently causing the destruction or damage of City property, or the property of fellow employees, customers, suppliers or visitors in any manner.
- 10) Theft or unauthorized possession of City property or the property of fellow employees; unauthorized possession or removal of any City property, including documents, from the premises without prior permission from management; unauthorized use of City equipment or property for personal reasons; using City equipment for profit.
- 11) Dishonesty; falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by the City; alteration of City records or other City documents.
- 12) Giving confidential or proprietary City or customer/citizen information to others; breach of confidentiality of personnel information.
- 13) Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same.
- 14) Immoral conduct or indecency on or off City property.
- 15) Conducting a lottery or gambling on or off City premises while on duty.
- 16) Unsatisfactory or careless work; failure to meet production or quality standards as explained to you by your supervisor.
- 17) Any act of Harassment, sexual, racial or any other; telling sexist or racist jokes; making racial or ethnic slurs.
- 18) Leaving work before the end of a Regularly Scheduled Work Shift or not being ready to work at the start of a Regularly Scheduled Work Shift without approval of your supervisor; stopping work before time specified for such purposes.
- 19) Sleeping or loitering during working hours.
- 20) Excessive use of City telephone for personal calls.
- 21) Smoking in restricted areas or at non-designated times.
- 22) Creating or contributing to unsanitary conditions.
- 23) Posting, removing or altering notices on any bulletin board on City property without the permission of the City Manager.
- 24) Failure to report an absence or late arrival; excessive absence or lateness.
- 25) Obscene or abusive language toward any supervisor, employee or customer/citizen; indifference or rudeness towards a customer/citizen or fellow employee; any disorderly/antagonistic conduct on or off City premises.
- 26) Failure to immediately report damage to, or an accident involving, City equipment.
- 27) Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours or at a time or place that interferes with the work of another employee on City premises.
- 28) Failure to use your timesheet; alteration of your own timesheet or records or attendance documents; punching or altering another employee's timesheet or records or causing someone to alter your timesheet.

### **23.3 Corrective Action Tools**

The City's Corrective Action Tools policy and procedures are designed to provide clear corrective action guidelines to improve and prevent a recurrence of undesirable employee behavior and performance issues.

Outlined below are the steps of the City's Corrective Action policy and procedures.

The City of Arkansas City reserves the right to combine or skip particular Corrective Action Tools depending on the facts of each situation and the nature of the issue. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling or training; the employee's work record; and the impact the conduct and performance issues have on the organization.

- 1) **Verbal Warning:** A Verbal Warning is a Corrective Action Tool designed to provide an opportunity for an employee to be made aware of undesirable incidents, poor performance, conduct and/or attendance issue(s) and requires him or her to make the necessary improvement(s).
- 2) **Written Warning:** A Written Warning is a Corrective Action Tool that is designed to bring serious focus on undesirable incidents, poor performance, conduct and/or attendance as well as any prior relevant corrective action(s) taken.
- 3) **Performance Improvement Plan:** A Performance Improvement Plan is a written notification to an employee that he or she is required to fulfill a set of conditions, or improve performance, conduct and/or attendance or any other aspect of their behavior within a specified length of time.
- 4) **Suspension with Pay:** Suspension with Pay is the removal of an employee from service with pay for a specified length of time. This Corrective Action Tool may be used while conducting an investigation of policy violation or other serious matter in addition to other situations.
- 5) **Suspension without Pay:** Suspension without Pay is the removal of an employee from service without pay for a specified length of time. This Corrective Action Tool may be used for serious problems with an employee's performance, conduct and/or attendance.
- 6) **Salary Reduction:** A Salary Reduction is the lowering of an employee's rate of compensation due to performance problems and/or policy violations among other issues.
- 7) **Demotion:** A Demotion is the placement of an employee into a position of a lower pay range due to performance problems and/or policy violations among other issues.
- 8) **Termination:** Termination is the removal of an employee from the City's employment.

**Please note: The City shall not be required to start at any particular point in the above listed Corrective Action Tools listing. The frequency, nature and severity of the situation shall determine if a more severe step of discipline, including termination, is appropriate.**



## Chapter 24

### Technology

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Date Effective: 1/1/22

#### **24.1 Computers, Electronic Mail or Voicemail Usage**

The City of Arkansas City makes every effort to provide the best available technology to employees performing services for the City of Arkansas City. In this regard, the City has installed, at substantial expense, equipment such as computers, electronic mail and voicemail. This policy is to advise those who use City business equipment on the subject of access to, and disclosure of, computer-stored information, voicemail messages and electronic mail messages created, sent or received by City employees with use of City equipment.

City property, including computers, electronic mail and voicemail should only be used for conducting City business. Incidental and occasional personal use of City computers and our voicemail and electronic mail systems is permitted, but information and messages stored in these systems will be treated no differently from other business related information and messages.

Personal use of city electronic property is at the discretion of the department/division head. The department/division head will determine what types of use will be acceptable in the particular department/division. Please ask your department/division head before downloading any programs, entering chat rooms or participating in online gaming. Note this list is not all-inclusive as technology continually evolves. Please check with your department/division head if you have any questions or concerns.

The use of the electronic mail system may not be used to solicit for commercial ventures, religious or political causes, outside organizations or other non-job related solicitations. Furthermore, the electronic mail system is not to be used to create any offensive or disruptive messages. Among those which are considered offensive, are any messages which contain sexual implications, racial slurs, gender-specific comments, or any other comments that offensively address someone's race, religion, color, sex, disability, national origin, ancestry, pregnancy, age (40+), military status, veteran status, genetic information or any other characteristics protected by applicable federal, state or local laws.

In addition, the electronic mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information or similar materials without prior authorization.

Although the City of Arkansas City provides certain codes to restrict access to computers, voicemail and electronic mail to protect these systems against external parties or entities obtaining unauthorized access, employees should understand that these systems are intended for business use, and all computer information, voicemail and electronic mail messages are to be considered City records.

##### **24.1.1 Employer's Right to Inspect Electronic Information/Communications**

The City of Arkansas City also needs to be able to respond to proper requests resulting from legal proceedings that call for electronically stored evidence. Therefore, the City of Arkansas City must, and does, maintain the right and the ability to enter into any of these systems and to inspect and review any and all data recorded in those systems.

Because the City reserves the right to obtain access to all voicemail and electronic mail messages left on or transmitted over these systems, employees should not assume that such messages are private and confidential or that the City's designated representatives will not have a need to access and review this information.

Individuals using City business equipment should also have no expectation that any information stored on their computer - whether the information is contained on a computer hard drive, computer disks or in any other manner - will be private.

The City has the right to regularly monitor voicemail or electronic mail messages. The City will inspect the contents of computers, voicemail or electronic mail in the course of an investigation triggered by indications of unacceptable behavior or as necessary to locate needed information that is not more readily available by some other means.

## Chapter 25

### Social Media

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Date Effective: 1/1/22

#### **25.1 Official City Social Media**

City of Arkansas City departments may use Social Media tools such as Facebook, Twitter and YouTube to reach a broader audience. While the City's website ([www.arkansascityks.gov](http://www.arkansascityks.gov)) is the City's primary Internet presence, the City recognizes that, when used appropriately, Social Media may be useful in furthering the goals of the City and the missions of City departments.

All official City presences on Social Media websites or services are considered extensions of the City's information networks and are governed by the directives set forth in this and related policies and procedures and in other City policies regulating employee conduct.

##### **25.1.a. Definitions**

- a) **City Social Media Sites** – Those pages, sections or posting locations on Social Media websites established or maintained by an employee of the City authorized to do so as part of the employee's job and that are used to communicate with the public on City business.
- b) **Social Media** – Internet based technology communications tools with a focus on immediacy, interactivity, user participation and information sharing. These venues include social networking websites, forums, weblogs, online chat sites and video/photo posting websites or any other such similar output or format. Examples include Facebook, Instagram, Twitter and YouTube.
- c) **Social Media Administrators** – City employees expressly designated to maintain oversight of the City and/or a department Social Media website. A Social Media Administrator's authority is limited to actions that directly reflect guidance from the City Manager, department/division head and/or policies and procedures of the City.

##### **25.1.b. Permission to Post on Official City Social Media**

Only Social Media Administrators (City employees who have received express permission from the department/division head and City Manager to post on Official City Social Media) may:

- 1) Speak on behalf of the City;
- 2) Administer and/or post on City Social Media websites;
- 3) Make any public statement on behalf of the City; and/or,
- 4) Post on any Social Media website on behalf of the City or otherwise state an official City position, policy or other fact on behalf of the City.

Social Media Administrators, or employees representing the City of Arkansas City on City Social Media within the scope of their employment, will conduct themselves at all times as a professional representative of the City of Arkansas City and in accordance with all City policies.

Those policies include compliance with all ethical obligations and non-harassment policies. Social Media Administrators will not express personal views or concerns through such postings; postings shall only reflect the views of the City of Arkansas City.

##### **25.1.c. Prohibited Postings**

Postings on City of Arkansas City Social Media shall not contain any of the following:

- 1) Content that promotes, fosters or perpetuates discrimination on the basis of race, religion, color, sex, disability, national origin, ancestry, pregnancy, age (40+), military status, veteran status, genetic information or any other characteristics protected by applicable federal, state or local laws;
- 2) Profane language or content;
- 3) Sexual content or links to sexual content;
- 4) Comments in support of, or opposition to, political campaigns or candidates;
- 5) Solicitations of commerce unrelated to City of Arkansas City business;
- 6) Conduct or encouragement of illegal activity;
- 7) Information that may tend to compromise the safety or security of the public or public systems; and/or,
- 8) Content that violates a legal ownership interest of any other person, or otherwise violates any applicable law.

## **25.2 Employee Social Media and Free Speech**

### **25.2.a. Off-Duty Use of Social Media**

You may maintain personal websites or web blogs on your own time using your own technology. You must ensure that Social Media activity does not interfere with your work. In general, the City considers Social Media activities to be personal endeavors and you may use them to express your thoughts or promote your ideas as long as they do not conflict with City policies or services.

Outside of work hours, all public statements and use of Social Media by an employee as a private citizen shall comply with applicable law and this policy.

#### **25.2.a.1. Respect**

Please demonstrate respect for the dignity of the City, its governing body, its customers/citizens, its vendors and its employees. A Social Media site is a public place and employees should avoid inappropriate comments. For example, do not use ethnic slurs, personal insults, or obscenity or use language that may be considered inflammatory.

#### **25.2.a.2. Post Disclaimers**

If you identify yourself as a City of Arkansas City employee or discuss matters related to the City on a Social Media site, the site must include a disclaimer on the front page stating that it does not express the views of the City and that you are expressing only your personal views. For example: "The views expressed on this website/blog are mine alone and do not necessarily reflect the views of my employer."

Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to the City, the governing body, customers/citizens and/or City employees. You must keep in mind that when you post information on a Social Media site that is in violation of City policy and/or federal, state or local law, the disclaimer will not shield you from disciplinary action.

25.2.a.3. Confidentiality

Do not identify or reference City customers/citizens, vendors or employees without express permission. You may write about your job in general but may not disclose any confidential information. For examples of confidential information, please refer to the Confidentiality policy. When in doubt, ask before publishing.

**25.3 Important Things to Know about Personal Social Media and City Employment**

- 1) City resources, work time, Social Media websites and a City employee's official position may not be used for personal profit or business interests or to participate in political activity.
- 2) Personal or business venture Social Media account names may not be tied to the City. For example, "CityofArkCityAttorney" would not be an appropriate personal account name.
- 3) Employees will not use their City email account or password in conjunction with a personal social networking website.
- 4) City employees shall not post images, files or text depicting City property, equipment or personnel in any manner that would adversely affect the reputation of the City or a City department.
- 5) Employees always should remember that what is written becomes public, may be public for a long time and may spread to large audiences. Employees will refrain from posting information that they would not want their supervisor or other employees to read, or that they would be embarrassed to see in the newspaper, on television or in other forms of media.
- 6) Employees will take reasonable and prompt action to remove any content, including content posted by others that is in violation of this policy from any website page, Social Media website or website maintained by the employee (e.g., social or personal website).

**25.4 Prohibited Employee Conduct/Use of Social Media**

The following speech, expression or Social Media posts made by an employee, whether in person, electronically or otherwise (hereafter collectively referred to as "speech") are prohibited:

- 1) Speech that violates any applicable law;
- 2) Speech that negatively affects the safety of any other City employee and that is not information readily accessible within the public realm; and/or
- 3) Speech that discloses any information, obtained through their employment, that is not already considered public information, such as confidential information maintained by the City including utility records, dates of birth, social security numbers or criminal history.

***Nothing in this policy is intended to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. For example, this policy does not limit an employee from speaking as a private citizen about matters of public concern, discussing the terms or conditions of their employment or unfair labor practices or otherwise exercising their rights to collective bargaining. Employees are encouraged to consult with the Human Resources Division regarding any questions arising from the application or potential application of this policy.***

## Chapter 26

### Cellular Phone Use

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Date Effective: 1/1/2022

The use of Cellular Phones, while on duty, for personal phone calls and texting, is to be limited. Indiscriminate or excessive personal calls, texting and/or other personal uses could be cause for disciplinary action.

Please follow these guidelines when using your Cellular Phone:

- Cellular Phones should be set to vibrate or “silent ringer mode” during meetings or at other times when audible ringers may be disruptive;
- Employees should allow in-coming calls to “go to” their voicemail when answering the call would be disruptive to a meeting, production and/or would create a safety hazard;
- All state traffic laws regarding Cellular Phones must be followed;
- Using a Cellular Phone while operating motorized equipment or power tools is prohibited; and,
- Using a Cellular Phone while operating a motorized vehicle is prohibited, with the following exceptions:
  - Proper use of a hands-free device;
  - Use by emergency personnel as authorized and directed as part of their official City duties; and/or,
  - Use to contact law enforcement, a health care provider, the Fire/EMS Department or another emergency entity in an emergency situation.

## Chapter 27 Separation from City Employment

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Date Effective: 1/1/2022

### **27.1 Notice of Intent to Separate**

If you wish to resign or retire from your position with the City, we would like you to provide written notification to your supervisor at least two-weeks before leaving.

Your notification of intent to resign or retire should be in writing and provided to your department/division head. It is important that you provide this notification of intent to resign or retire as soon as possible as this written document will have bearing on whether, or not, you will receive accumulated leave payout. It also provides the City with the opportunity to begin making arrangements to fill the position you are leaving.

### **27.2 Notice Period**

Your Notice Period begins on the day the written two-week Notice of Intent to Separate is received by your department/division head and ends two (2) calendar weeks later

It is the City's expectation that you, unless otherwise determined by the department/division head, will report and perform the duties of the job on each Regularly Scheduled Work Shift during the entire two-week Notice Period. Any scheduled and/or unscheduled absences during your Notice Period may jeopardize your accumulated leave payout.

It will be up to the City Manager and the department/division head to decide if they want to allow you to continue working after your notice has been given. The City Manager can instead choose to accept your resignation effective immediately.

Please note any employee who has submitted their application for retirement to KPERS may take accrued, paid leave (except Sick Leave) at any point during their Notice Period with the approval of the department/division head. The soon-to-be retiree's absence(s) from the workplace, during their Notice Period, will not jeopardize their accumulated leave payout.

An employee who gives written Notice of Intent to Separate and fails to report back to work to fulfill the Notice Period, if the absence is unauthorized and/or unexcused, shall be considered to have abandoned his or her position and shall not receive any type of payout of leave benefits.

### **27.3 Compensatory Time and Holiday Time Banked upon Separation**

All employees separating from City employment, for any reason, shall receive payment for all accumulated Compensatory Time, Holiday Time Banked and Wellness Day Leave, up to the specified maximum.

### **27.4 Other Types of Leave upon Separation**

All employees separating from City employment that have given and satisfactorily completed an appropriate Notice Period shall receive payment for all accumulated accrued and unused Vacation Leave,

Personal Business Day Leave and Safety Day Leave, depending upon the employee's length of service with the City, a percentage of his or her accrued, unused Sick Leave.

Note: See the section of this Employee Manual titled "Types of Leave" for more information.

Employees separating from City employment who have abandoned their position, were terminated involuntarily, failed to provide an acceptable Notice of Intent to Separate and/or did not successfully fulfill their Notice Period will not receive payment for accumulated accrued and unused Vacation Leave, Personal Business Day Leave, Safety Day Leave, Sick Leave and/or any other type of Paid leave, except Compensatory Time, Holiday Time Banked and Wellness Day Leave.

### **27.5 Final Payroll Check**

Upon Separation from employment, you will be paid on the next regularly scheduled Pay Date for time worked.

Any type of leave payouts will be paid as a separate payment at the same time as your Final Payroll Check. Please be aware federal and state withholding requirements will be followed for all types of payouts.

The Final Payroll Check will be mailed to you unless other arrangements have been made with the Finance Department.

### **27.6 Benefits upon Separation**

The separating employee's Health and Dental Insurance will continue through the last day of the calendar month in which he or she terminates. To determine eligibility for further health and dental continuation coverage at the employee's cost, please contact the Human Resources Division. Other benefits shall end as per the Plan Document(s).

Note: See the section of this Employee Manual titled "Benefits" for further information on the cessation of your benefits.

### **27.7 Return of City Property**

Any employee who leaves City employment is responsible for returning City property to the supervisor or department/division head.

### **27.8 Exit Interview**

Employees leaving City employment will be asked to participate in an Exit Interview at the invitation of the Human Resources Division. This interview will be provided near the end of the employee's employment, generally on his or her last day of employment.

The intent of the Exit Interview is to advise the employee of matters such as final pay, potential leave payout, as well as Health and Dental Insurance(s) coverage options under COBRA, if applicable; to determine the exact reason for the termination, in cases of voluntary terminations; and to identify potential problems with and/or strengths of the City's supervisors and/or policies and procedures.

The Exit Interview form shall be placed in a file separate from the employee's Personnel Record.

Information may be shared with the department/division head, City Manager and/or the governing body, in order that proper information is communicated and/or appropriate action taken.



### **27.9 Employment References on Former Employees**

It is the policy of the City of Arkansas City that when a reference (on a former employee) is sought by a prospective employer the reference is provided by the Human Resources Division. The standard response provided will comply with Kansas statute.

As an employee of the City, please do not under any circumstances respond to any requests for information regarding another employee unless it is part of your assigned job responsibilities. If it is not, please forward the information request to your supervisor.

# Receipt and Acknowledgment City of Arkansas City Employee Manual

*Please read the following statements, sign below and return to your supervisor.*

**Employee Manual**

I have received and read a copy of the City of Arkansas City Employee Manual. I understand that the policies and benefits described in it are subject to change at the sole discretion of the City of Arkansas City at any time.

**At-Will Employment**

I understand that my employment is At-Will, and neither I, nor the City of Arkansas City, have/has entered into a contract regarding the duration of my employment. I am free to leave my employment with the City of Arkansas City at any time, with or without reason. Likewise, the City of Arkansas City has the right to end my employment, or otherwise discipline, transfer, or demote me at any time, with or without reason, at the discretion of the City of Arkansas City. No employee of the City of Arkansas City can enter into an employment contract for a specified period of time or make any agreement contrary to this policy without the written approval from the City Commission.

**Confidential Information**

I am aware that during the course of my employment confidential information may be made available to me. I understand that this information is proprietary and critical to the success of the City of Arkansas City and must not be given out or used outside of the City’s premises or with non-City of Arkansas City employees. In the event of termination of my employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information.in any way.

**Compensatory Time**

In accordance with the provisions of the Fair Labor Standards Act (FLSA) and the City of Arkansas City Compensatory Time policy, Non-Exempt employees are allowed, with the approval of their supervisor, to accrue Compensatory Time off instead of receiving payment for Overtime hours worked. If I am classified as a Non-Exempt, eligible employee, by signing this agreement, I agree to the following terms: I freely and voluntarily agree to accept Compensatory Time off in lieu of Overtime Pay for Overtime hours worked under the FLSA. I understand that I will accrue Compensatory Time at the rate of one-and-one-half (1½) hours for each Overtime hour worked during a Work Week/Work Period. I understand that this Compensatory Time used will not be counted as time worked for purposes of computing Overtime or additional Compensatory Time.

\_\_\_\_\_  
**Employee's Printed Name**

\_\_\_\_\_  
**Employee's Signature**

\_\_\_\_\_  
**Date**



# City Commission Agenda Item

**Meeting Date:** December 21, 2021  
**From:** Randy Frazer, City Manager  
**Item:** Phase 1 Environmental Assessment Proposal

**Purpose:** Consider a Resolution approving a proposal for a Phase 1 Environmental Assessment for the property located at W Madison Ave., Arkansas City, KS 67005, Section 36, Township 34, Range 03; S36, T34, R03, PT NW1/4 BEG W1345 & S42.81 FROM NE COR, S860, E300, S223.0, E357.5, SE 425(S), W690(S), N120, W495.28, N910(S), E325, N450.83, E TO POB. **(Voice Vote)**

**Background:**

The city is in the process of taking ownership of this property that is located within Arkansas City Dump Site EPA superfund site. Conducting the phase 1 environmental assessment will help mitigate any liability associated with the site to the city.

Requests for proposals were sent out on December 6, 2021 and due back on December 20, 2021. Staff will make a recommendation at the commission meeting on December 21<sup>st</sup>.

**Commission Options:**

1. Approve the Resolution
2. Disapprove the Resolution
3. Table the Resolution for further consideration

**Fiscal Impact:**

Amount:

Fund: Department: Expense Code:

Included in budget       Grant       Bonds       Other Not Budgeted

**Approved for Agenda by:**

\_\_\_\_\_  
Randy Frazer, City Manager

RESOLUTION NO. 2021-12\_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ACCEPT A PROPOSAL SUBMITTED BY \_\_\_\_\_ FOR A PHASE 1 ENVIRONMENTAL ASSESSMENT FOR THE PROPERTY LOCATED AT W MADISON AVE., ARKANSAS CITY, KS 67005, SECTION 36, TOWNSHIP 34, RANGE 03; S36, T34, R03, PT NW1/4 BEG W1345 & S42.81 FROM NE COR, S860, E300, S223.0, E357.5, SE 425(S), W690(S), N120, W495.28, N910(S), E325, N450.83, E TO POB, FOR AN AMOUNT NOT TO EXCEED \$\_\_\_\_\_.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to accept the proposal submitted by \_\_\_\_\_ for a Phase 1 Environmental Assessment for the property located at W Madison Ave., Arkansas City, KS 67005, Section 36, Township 34, Range 03; S36, T34, R03, PT NW1/4 BEG W1345 & S42.81 FROM NE COR, S860, E300, S223.0, E357.5, SE 425(S), W690(S), N120, W495.28, N910(S), E325, N450.83, E TO POB., for an amount not to exceed \$\_\_\_\_\_.

**SECTION TWO:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the Mayor and/or City staff of the City of Arkansas City, Kansas, to take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment.

**SECTION THREE:** This Resolution shall be in full force and effect from its date of passage by the Governing Body of the City of Arkansas City, Kansas.

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 21<sup>st</sup> day of December, 2021

(Seal)

\_\_\_\_\_  
Scott Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Lesley Shook, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Larry R. Schwartz, City Attorney

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2021-12-\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on December 21, 2021 as the same appears of record in my office.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
Lesley Shook, City Clerk

**REQUEST FOR PROPOSALS  
PHASE I ENVIRONMENTAL ASSESSMENT**

**ISSUE DATE: Dec. 6, 2021  
DUE DATE: Dec. 20, 2021 @ 2:00PM**

**City of Arkansas City  
118 W Central Ave  
Arkansas City, KS 67005**

*City of Arkansas City*  
 118 W Central Ave  
 Arkansas City KS 67005  
 Tel: 620-441-4414  
 Fax: 620-441-4426

## REQUEST FOR PROPOSALS

### Phase I Environmental Assessment

The City of Arkansas City (“City”) is requesting proposal submissions from professional Environmental Consultants (**Offerors**), to conduct Phase I Environmental Assessment(s) for property located at:

**W Madison Ave., Arkansas City, KS 67005. Assessor’s parcel number 018-307-36-0-20-03-005.00-0. Section 36, Township 34, Range 03; S36, T34, R03, PT NW1/4 BEG W1345 & S42.81 FROM NE COR, S860, E300, S223.0, E357.5, SE 425(S), W690(S), N120, W495.28, N910(S), E325, N450.83, E TO POB**

This **RFP** contains submission requirements, the scope of service, period of service, terms and conditions and other pertinent information for submitting a proper and responsive proposal. The **RFP** will be posted on **Dec 6, 2021 and** can be downloaded from the City’s website at [www.arkcity.org](http://www.arkcity.org).

Prospective **Offerors** desiring any explanation or interpretation of this solicitation must make the request in writing no later than **DEC 14, 2021**. The request must be emailed to Randy Frazer at [rfrazer@arkansascityks.gov](mailto:rfrazer@arkansascityks.gov). Any information given to a prospective **Offeror** about this solicitation will be furnished to all other prospective **Offerors** as a written amendment to the solicitation. All amendment(s) to this solicitation, if issued, will be posted on the City ’s website <https://www.arkcity.org>. All **Offerors** are encouraged to check the City ’s website for amendment(s) issuance.

The proposal(s) must be enclosed in a sealed envelope and labeled as follows: **Phase I Environmental Assessment - Request for Proposals. RFP, Due Date and Time: Dec 20, 2021, 2:00 P.M. (CT), Name of Offeror: \_\_\_\_\_.**

The **RFP** submission must be addressed to **Attn: Leslie Shook, City Clerk, 118 W Central Ave, Arkansas City, KS 67005** or emailed as a PDF attachment to [lshook@arkansascityks.gov](mailto:lshook@arkansascityks.gov).

Submittals must reach **City no later than 2:00 P.M. (CT) on Dec 20, 2021**. Late submissions will not be opened and will be sent back to offeror.

Submittals will be evaluated on the criteria stated in the **RFP**. Negotiations may be conducted with **Offerors** who have a reasonable chance of being selected. After evaluation of the proposals, if any, the contract will be awarded to the responsible **Offeror(s)** whose qualifications, project proposal and other factors considered are the most advantageous to **the City**.

The City reserves the right to reject any and all submissions.

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**Assessment**

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**I. INTRODUCTION**

The City of Arkansas City is requesting quotes from professional Environmental Consulting providers to conduct Phase 1 Assessment(s) in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). The successful Offeror shall conduct Phase 1 Environmental Assessment(s) in accordance with ASTM E 1527-13 for property acquisition.

Offerors are required to submit written proposals that present the Offeror’s qualifications and understanding of the services to be performed. The Offeror’s proposals should be prepared simply and economically and should provide all information it considers pertinent to its qualifications for the scope of services contained herein. Emphasis should be placed on completeness of services offered and clarity of content of the proposal.

The proposal must be received by no later than 2:00 PM (CT) on Monday, Dec. 20, 2021, at the following mailing or e-mail address:

City of Arkansas City  
Attn: Leslie Shook  
118 W Central Ave.  
Arkansas City, KS 67005  
E-mail: lshook@arkansascityks.gov

**II. PROCUREMENT SCHEDULE**

The anticipated schedule for the RFP is as follows:

**SCHEDULE**

EVENT	DATE
Advertised	Dec. 6 to Dec. 20, 2021
Post on Website	Dec. 6, 2021
Receipt of Written Questions	Dec. 14, 2021
Response to Written Questions	Dec. 16, 2021
Submission Date	Dec 20, 2021

**III. DELIVERABLES**

If submitting a hard copy, one (1) original proposal of the typewritten submission, including all required information must be executed and submitted in a sealed envelope or package. Any handmade corrections made in the proposal must be initialed by the principal or authorized officer of the Offeror. The original proposal must bear the original signature of a principal or authorized officer of the Offeror.



Proposals may also be emailed as a PDF attachment to [lshook@arkansascityks.gov](mailto:lshook@arkansascityks.gov). If submitting an electronic copy, only one (1) proposal need be emailed. Electronic submission of the proposal shall be considered signed by a principal or authorized representative of the **Offeror**. **Electronic submissions must be received by the due date and time for consideration.** A reply email will be sent when a proposal is received.

**Offerors** are solely responsible for ensuring that their proposals are received by the time and date stated. Receipt by the City after the due date and time specified will be cause for rejection.

#### Submission Place/Address

Proposals by telegram, telephone, or facsimile, or handwritten proposals, will not be accepted by the city.

#### **IV. SCOPE FOR ENVIRONMENTAL ASSESSMENT**

The Phase I Environmental Site Assessment (ESA) must be performed in general conformance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process E 1527-13. The objective of the ESA is to identify recognized environmental conditions (RECs) and certain environmental conditions outside the scope of ASTM Practice E 1527-13 in connection with the property at the time of the property survey. The on-site survey and assessment must be conducted by a qualified assessor. The Phase I Environmental Site Assessment must be prepared to assess a parcel of real estate with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601) and petroleum products. As such, this practice is intended to permit Client to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability: that is, the practices that constitute “all appropriate inquiry into the previous ownership and uses of the Subject Property consistent with good commercial or customary practice” as defined in 42 U.S.C. § 9601(35)(B).

The Phase I Assessment(s) must be submitted in a standard format and will be requested as needed through the term of the Contract. The Phase I Assessment must be conducted using current American Society for Testing and Materials (ASTM) standard practices including records review, site reconnaissance, interviews, and reports to identify recognized environmental conditions.

Access to the parcel must be arranged by the **city**. The final report must include findings and recommendations, but is not limited to the following:

- Executive Summary
- Introduction
- Property Description and Physical Setting
- Property Usage
- Environmental and Regulatory Review
- Reconnaissance Findings
- Additional Services if applicable
- Summary and Conclusion
- Recommendations
- Warranty

In addition, a reliance letter must be provided for each environmental assessment as requested at no additional cost.

The processing time for each assessment should not exceed calendar 30 days from the date the **Offeror** is directed to proceed. The Phase 1 Environmental Assessment report(s) must be promptly delivered to the city and an electronic copy must also be provided to Randy Frazer [rfrazer@arkansascityks.gov](mailto:rfrazer@arkansascityks.gov).

**Offeror** hereby agrees to discuss and clarify agency observations/suggestions for the ESA. If after such discussions, revisions are warranted, the **Offeror** agrees that a supplemental report will be furnished at no additional charge.

The Environmental Consultant must adhere to the Phase I Environmental Assessment standards/practices as required to conform to applicable rules and regulation governing the work.

## V. SUBMISSION REQUIREMENTS

The following is a description of the minimum information, which must be supplied by **Offerors** in their proposals. It is open to all **Offerors** to give such supplementary facts or materials that they consider may be of assistance in the evaluation of the proposal submitted. Proposals that omit critical elements may be considered non-responsive. Each proposal shall include a Table of Contents listing the proposal contents. Proposal packages must contain, at a minimum, the following information, and materials:

1. Letter of transmittal signed by the person authorized to commit the organization to perform the services in the proposal.
2. Describe your firm's size and ownership structure including:
  - Length of time with your firm
  - Length of time in current position
  - Length of time in the industry
  - Experiencing in working with public entities
  - Professional Certifications

## VI. FEE STRUCTURE

Proposals shall describe the Environmental Consultant's proposed compensation structure including fee and payment schedule. The fee shall include the cost for the Phase 1 ESA and hourly rate for any work ordered outside of the scope of work.

All travel, postage, telephone, living and miscellaneous expenses will be borne by the successful **Offeror** and included in the total fixed price. There will be no reimbursable expenses allowed under the purchase order/contract.

## VII. EVALUATION/SELECTION CRITERIA AND PROCESS

The **City** will select the successful firm based upon its proposal scoring, and the perceived effectiveness to perform the services described within the solicitation.

The City reserves the right to reject any and all proposals and to negotiate with top-rated **Offerors**. All **Offerors** will be notified by mail regarding the outcome. **City** staff will submit its recommendation to the City Commission of the most highly rated firm, for approval and award of a contract for Phase I Environmental Assessment services.

The **RFP** will be evaluated and rated on, but may not be limited to, the following criteria:

<b>CRITERIA</b>	<b>POINTS</b>
Reasonableness of fee structure	10
Offeror's demonstrated experience in providing environmental consulting services to public entities similar in nature to those specified in the RFP.	10
Offeror's compliance with all specifications and/or other requirements contained in this RFP.	5
<b>Total</b>	<b>25</b>

**VIII. INSURANCE**

The **Offeror** or insurance carrier shall forward official insurance certificates to the **City**. The **Offeror** shall provide public liability, property damage, personal liability, and automobile insurance with a one million dollars (\$1,000,000) combined single limit. In addition, workers compensation shall be provided in accordance with the State of Kansas rules and regulations. The **CITY** shall be named as an additional insured.

**IX. PAYMENTS**

Payment will be made to the **Offeror** within thirty (30) days upon receiving an approvable monthly invoice. The invoice shall state the period and services performed and amount. Special services, if requested and provided, will be billed via a separate invoice comprised of a detailed description of the service provided and the date it was provided. The **City** shall notify **Offeror** of any adjustments required to be made to an invoice. Invoices should contain an invoice number, remittance address, itemized products and/or services provided, and price as quoted.

Prior to any and all payments made for goods and/or services provided under this contract, the **Offeror** must complete the W-9 form.



*Hi  
Pr-Tr 4/3*

STATE OF KANSAS }  
COWLEY COUNTY } SS  
FILED FOR RECORD AT

0510 PAGE 367

2:40 P M  
SEP 12 1995 004474

**Declaration of Covenants and Restrictions**

NANCY C. HORST  
REGISTER OF DEEDS

**Arkansas City Industries, Inc.**

COMPARED \_\_\_\_\_  
NUMERICAL   
DIRECT   
INDIRECT   
REGISTRATION

Arkansas City Industries, Inc. hereinafter referred to as "Declarant" hereby submits the real property described below to the provisions of this Declaration and publishes and declares that all of the following terms, conditions, restrictions and obligations shall be deemed to affect and encumber all of the real property described below, shall run with the real property and shall be a burden and a benefit to the Declarant, its successors and assigns, and to all or any other persons acquiring or owning any interest whatsoever in any portion of the real property described below, and any improvements thereon, and such persons' grantees, successors, heirs, executors, administrators devisees and assigns.

WITNESSETH:

WHEREAS, Declarant is the owner of the following real property located in the City of Arkansas City, Cowley County, Kansas described in Attachment I which is attached and incorporated into this declaration, which real property is hereinafter referred to as "the Premises", and

WHEREAS, the U.S. Environmental Protection Agency EPA and the Kansas Department of Health and Environment KDHE have requested that the City execute a restrictive covenant ensuring that future uses of and activities on the property at the Premises be conducted in a manner so as to preserve the integrity of the remedial actions implemented at the Arkansas City Dump Site "Site" by the EPA and to ensure protection of human health, welfare and the environment.

WHEREAS, Declarant hereby grants to the United States and KDHE certain rights and powers to restrict the use of the Premises, as well as to have access to the Premises, in accordance with the terms and provisions of this Declaration.

NOW THEREFORE, Declarant hereby states and declares that the following actions or activities are prohibited and shall not be allowed on the Premises without the advance written permission of EPA and KDHE:

*1400 City of Arkansas  
City of Arkansas City 6/20/95*

1. To remove waste material or hazardous substances left at the Site at the conclusion of EPA's remedial actions at the Site.
2. To transport to or dispose, abandon, or place waste material, hazardous substances, or solid wastes at the Site.
3. To remove, alter or damage the "No Dumping" signs installed by EPA at the Site.
4. To construct structures, permanent or otherwise, such as buildings through the soil cap installed by EPA as part of the remedial actions at the Site.

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5. To change or alter drainage or surface water flow patterns onto or from the Site.
6. To cause, by pumping, extracting or injecting water, a drop or rise in the water table of more than 1.0 foot.
7. To extract ground water for domestic use or consumption or for use in food preparation or handling.
8. To remove or damage elevation monuments or monitoring wells left at the Site by EPA to monitor the continued effectiveness of the remedial actions implemented by EPA.
9. To produce food or crops at the Site for human or animal consumption, or to produce food or crops using water or soil from the site for human or animal consumption.
10. To alter, modify or remove the vegetative cover installed at the Site by EPA in the remedial actions.
11. To use herbicides, pesticides, fertilizers, or other agricultural chemicals which are not approved for use by EPA for this site or to use such products in a manner inconsistent with label instructions.
12. To bring heavy equipment vehicles onto the Premises.
13. To store commercial products or chemicals on the property in quantities other than those which are necessary for the day-to-day operations of any EPA and KDHE-approved occupants, if any.
14. To bring gravel or any small (1-inch or less in diameter) rock onto the site.

NOW THEREFORE, DECLARANT FURTHER states and declares the following with respect to the Premises:

1. Declarant agrees to provide the United States and KDHE and its representatives, including EPA and its contractors, access at all reasonable times to the Premises for the purposes of conducting any activity related to the remedial action implemented by EPA for the site.
2. Declarant shall give at least sixty (60) days written notice to EPA Region VII and the KDHE prior to any proposed conveyance of any interest in the Premises, including the name and address of the grantee, and the date of the proposed conveyance.

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3. Declarant shall provide in any deed, title, or other instrument of conveyance for the Premises, a written notice stating that the Premises is subject to this Declaration.

4. Declarant and the United States and KDHE shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the provisions set forth above, in addition to any legal action for damages, and the costs of such actions, whether injunctive or legal, when incurred, shall be a charge on the Premises and a lien thereon. The failure of Declarant or the United States or KDHE to enforce any of the provisions set forth herein at the time of its violation shall in no event be deemed a waiver of the rights to do so later.

THIS DECLARATION shall continue in full force and effect until such time as a notice of termination of this Declaration, executed by Declarant and an authorized representative of the United States has been filed with the office of the Recorder of Deeds of Cowley County, Kansas.

IN WITNESS WHEREOF, Arkansas City Industries, Inc. has caused this instrument to be executed this 26th day of June, 1995.

ARKANSAS CITY INDUSTRIES, INC.

Robert A. Brown  
Treasurer

Title Robert A. Brown

State of Kansas )

County of Cowley ) SS

On this 26th day of June, 1995, before me, Pamela A. White, a Notary Public, appeared personally known to me to be the persons who executed the foregoing instrument on behalf of said Arkansas City Industries, Inc. and acknowledged the execution of the same to be the act and deed of said Arkansas City Industries, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Pamela A. White  
Notary Public

My commission expires on 3/1/98

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ATTACHMENT I

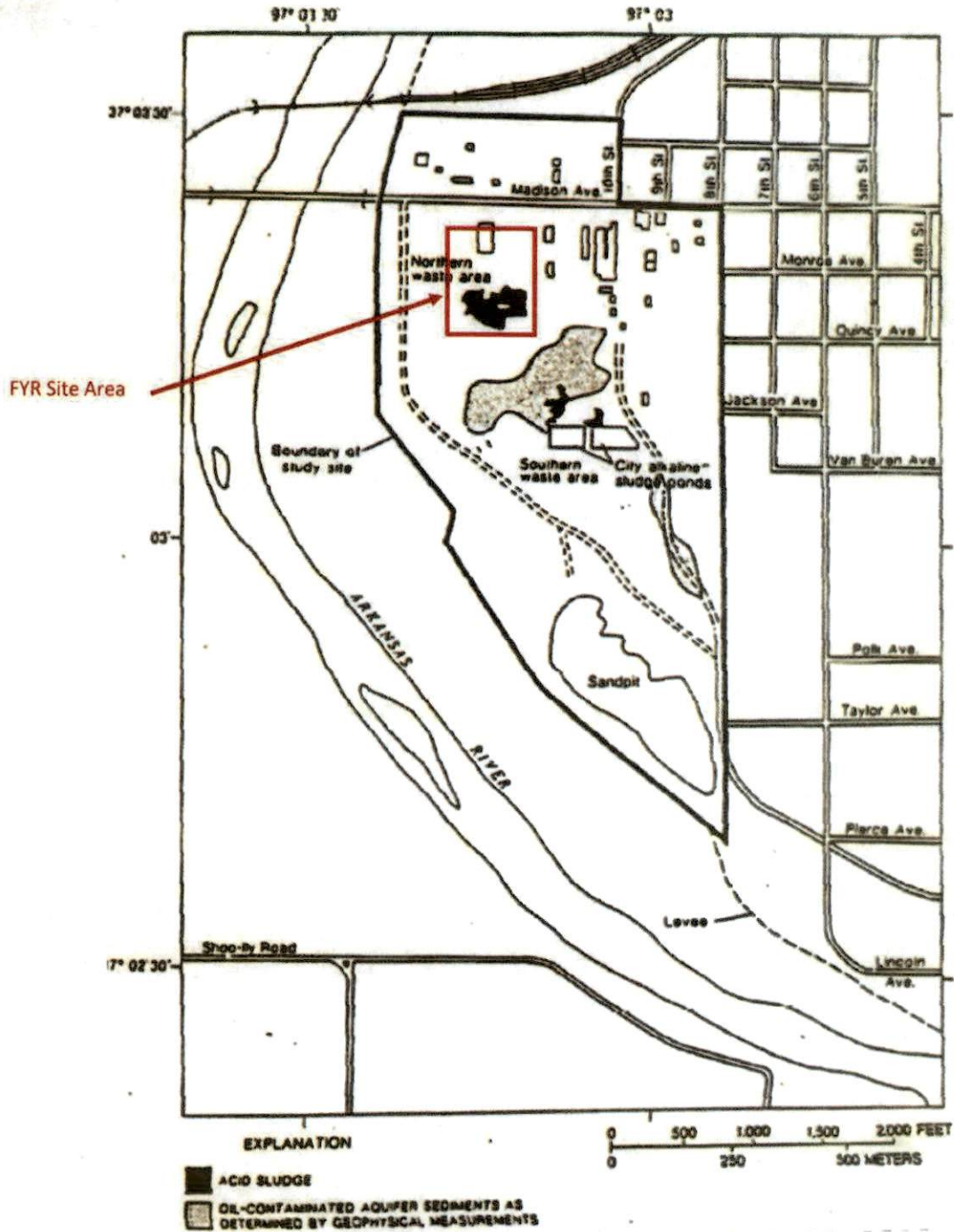
May 17, 1995

DESCRIPTION - ARK CITY INDUSTRIES:

A tract of land situated in the Northwest Quarter of Section 36, Township 34 South, Range 3 East of the 6th Principal Meridian, Cowley County, Kansas being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of Section 36, Township 34 South, Range 3 East of the 6th Principal Meridian, Cowley County, Kansas; thence North 89 degrees, 18 minutes, 00 seconds West along the North Line of said Quarter Section, a distance of 1344.99 feet; thence due South along the West Line of a tract of record filed in Book 408, Page 70 at the Register of Deeds Office, Cowley County Courthouse, a distance of 280.88 feet to the Point of Beginning; thence continuing due South along the West Line of said recorded tract, a distance of 692.92 feet; thence due West, a distance of 405.00 feet; thence North 00 degrees, 00 minutes 05 seconds East, a distance of 405.00 feet; thence due East, a distance of 154.98 feet; thence due North, a distance of 80.00 feet to a point on the South Line of a tract of record filed in Book 308, Page 91 at the Register of Deeds Office, Cowley County Courthouse; thence South 89 degrees, 17 minutes, 58 seconds East along the South Line of said recorded tract, a distance of 170.01 feet to the Southeast Corner of said recorded tract; thence due North along the East Line of said recorded tract, a distance of 210.00 feet; thence due East, a distance of 80.02 feet to the point of beginning, containing 4.60 Acre(s).

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Source: Remedial Action Completion Report, Fluor Daniel Nov. 1992, - Finish Grade Figure CO1



US Army Corps of Engineers

Figure 2

Historic Site Features

ARKANSAS CITY DUMP SITE  
ARKANSAS CITY, KANSAS



Owner: City of Arkansas  
1419 W Madison

Owner: Sybrant Family Trust  
1309 W Madison

Owner: ARK City Industries Shaeller, Dave  
No address provided



Waste Areas (North  
and South Cells)

Source: <http://gis.cowleycounty.org/flexviewers/countymap/PublicWebMap/>



US Army Corps  
of Engineers ®

Figure 3

Site Parcel Map

ARKANSAS CITY DUMP SITE  
ARKANSAS CITY, KANSAS



# City Commission Agenda Item

**Meeting Date:** December 21, 2021  
**From:** Randy Frazer, City Manager  
**Item:** Rural Housing Incentive District

**Purpose:** Consider a Resolution making certain findings and determinations as to the need for housing within the City of Arkansas City, Kansas and setting forth the legal description of real property proposed to be designated as a Rural Housing Incentive District within the city. **(Voice Vote)**

**Background:**

This is a resolution stating the city has conducted a housing assessment that contained certain findings and determinations as to the need for housing within the city of Arkansas City, Kansas . It also provides the legal description of the downtown area proposed to be designated as a rural housing incentive district within the city.

If approved by the commission, this resolution will be sent to the Kansas Secretary of Commerce to consider our findings. If the Secretary agrees with our findings, the commissioners can proceed with establishing a Rural Housing Incentive District within the boundaries established in the resolution.

**Commission Options:**

**Fiscal Impact:**

Amount: There is no budgetary impact

Fund: Department: Expense Code:

Included in budget       Grant       Bonds       Other Not Budgeted

**Approved for Agenda by:**

\_\_\_\_\_  
Randy Frazer, City Manager

Gilmore Bell, P.C.  
12/14/2021

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF ARKANSAS CITY, KANSAS  
HELD ON DECEMBER 21, 2021**

The governing body met in regular session at the usual meeting place in the City at 5:30 P.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

There was presented a Resolution entitled:

**A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AS TO THE NEED FOR HOUSING WITHIN THE CITY OF ARKANSAS CITY, KANSAS AND SETTING FORTH THE LEGAL DESCRIPTION OF REAL PROPERTY PROPOSED TO BE DESIGNATED AS A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY.**

Commissioner \_\_\_\_\_ moved that the Resolution be adopted. The motion was seconded by Commissioner \_\_\_\_\_. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Yea: \_\_\_\_\_

Nay: \_\_\_\_\_

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 2021-12-\_\_\_\_\_ and was signed by the Mayor and attested by the Clerk. The Clerk was directed to arrange for the publication of the Resolution one time in the official newspaper of the City.

\* \* \* \* \*

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Arkansas City, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

---

Clerk

Gilmore Bell, P.C.  
12/14/2021

(Published in the *Cowley Courier Traveler* on December 24, 2021)

**RESOLUTION NO. 2021-12-[ ]**

**A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AS TO THE NEED FOR HOUSING WITHIN THE CITY OF ARKANSAS CITY, KANSAS AND SETTING FORTH THE LEGAL DESCRIPTION OF REAL PROPERTY PROPOSED TO BE DESIGNATED AS A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY.**

---

**WHEREAS**, K.S.A. 12-5241 *et seq.*, as amended (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 60,000 to designate rural housing incentive districts within such city; and

**WHEREAS**, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

**WHEREAS**, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and

**WHEREAS**, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

**WHEREAS**, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

**WHEREAS**, the City of Arkansas City, Kansas (the “City”) has an estimated population less than 60,000 and therefore constitutes a city as said term is defined in the Act; and

**WHEREAS**, the Governing Body of the City has performed a Housing Needs Analysis dated 2021 (the “Needs Analysis”), a copy of which is on file in the office of the City Clerk; and

**WHEREAS**, based on the Needs Analysis, the Governing Body of the City proposes to commence proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS, AS FOLLOWS:**

**Section 1.** The Governing Body hereby adopts and incorporates by this reference as part of this Resolution the Needs Analysis, a copy of which is on file in the office of the City Clerk, and based on a review of said Needs Analysis makes the following findings and determinations.

**Section 2.** The Governing Body hereby finds and determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.

**Section 3.** The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.

**Section 4.** The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.

**Section 5.** The Governing Body hereby finds and determines that the future economic well-being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

**Section 6.** Based on the findings and determinations contained in *Sections 2* through *5* of this Resolution, the Governing Body proposes to establish a Rural Housing Incentive District pursuant to the Act, within boundaries of the real estate legally described in *Exhibit A* attached hereto, and shown on the maps depicting the existing parcels of land attached hereto as *Exhibit B* (the “District”).

**Section 7.** The Governing Body hereby finds that the buildings consisting of more than one story and located within the proposed District are each more than 25 years of age, will be primarily used for residential use if included in a project plan, and are located in a central business district.

**Section 8.** The City Clerk is hereby directed to publish this Resolution one time in the official City newspaper, and to send a certified copy of this Resolution to the Secretary for the Secretary's review and approval.

**Section 9.** The Mayor, City Manager, City Clerk, other City officials and Gilmore & Bell, P.C. are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

**Section 10.** This Resolution shall take effect after its adoption and publication once in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY BLANK]

**ADOPTED** by the Governing Body of the City of Arkansas City, Kansas, on December 21, 2021.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2021-12-\_\_\_\_\_ adopted by the Governing Body of the City on December 21, 2021, as the same appears of record in my office.

DATED: December 21, 2021

---

City Clerk



**EXHIBIT A****LEGAL DESCRIPTION OF PROPOSED  
RURAL HOUSING INCENTIVE DISTRICT AREAS**

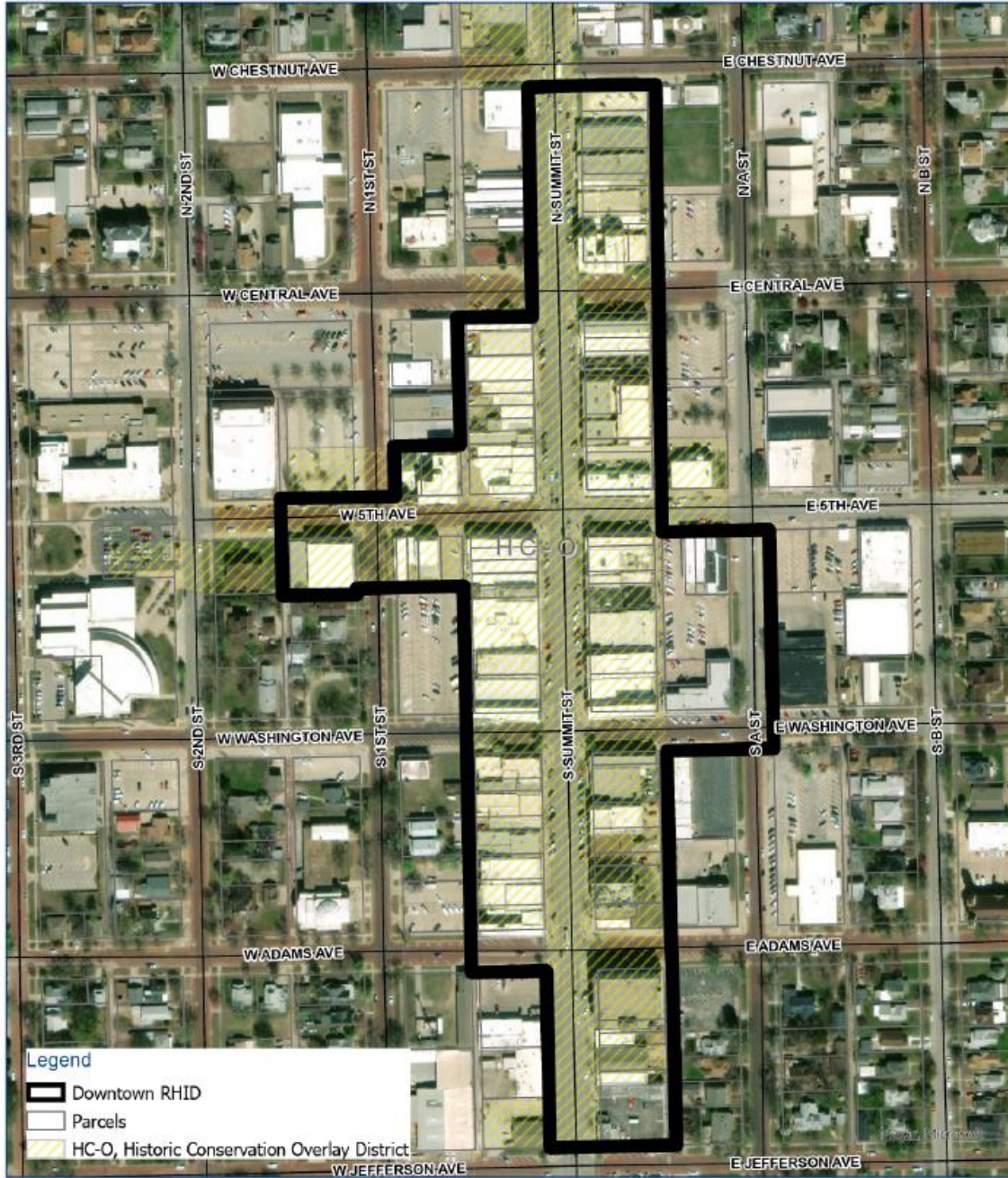
The following described real estate in the City of Arkansas City, Cowley County, Kansas, together with public rights-of-way adjacent thereto:

A tract of land situated in Blocks 67, 68, 69, 70, 71, 80, 81, 82, and 87 of the Original Town of Arkansas City, including internal alleys and road right-of-ways being more particularly described as follows: Beginning at the Southeast Corner of Lot 15, Block 83, thence North to the Northeast Corner of Lot 28 of said Block 83; thence West to the Northeast Corner of Lot 1 of said Block 83; thence North to the Southeast Corner of Lot 4, Block 81; thence West to the Southeast Corner of Lot L of the Replat of Block 87; thence South to the Northeast Corner of Lot N of said Block 87; thence West to the Northeast Corner of Lot M of said Block 87; thence North to the Southeast Corner of Lot 26, Block 86; thence East to the Southwest Corner of Lot 15, Block 80; thence North to the Northwest Corner of Lot 18, Block 80; thence East to the Northeast Corner of said Lot 18 of Block 80; thence North to the Northeast Corner of Lot 23 of said Block 80; thence East to the Northeast Corner of Lot 1 of said Block 80; thence North to the Northeast Corner of Lot 14, Block 79; thence East to the Northwest Corner of Lot 27, Block 67; thence South to the Northwest Corner of Lot 28, Block 69; thence East to the Northwest Corner of Block 57; thence South along the West line of Block 57 extended to the Northwest Corner of Lot 1, Block 58; thence West to the Northwest Corner of Lot 28, Block 70; thence South to the Southwest Corner of Lot 15, Block 71; thence West to the Point of Beginning; containing 20.33 acre(s), more or less.

EXHIBIT B

MAP OF PROPOSED  
RURAL HOUSING INCENTIVE DISTRICT AREAS

Proposed Downtown RHID Boundary



Produced by the City of Arkansas City GIS using the best available data to date. The City makes no warranty or representation, expressed or implied, with respect to the data displayed. October 18, 2021





# City Commission Agenda Item

**Meeting Date:** December 21, 2021  
**From:** Andrew Lawson, Public Information Officer  
**Item:** Resolution to Downsize NWCC Advisory Board

**Purpose:** Consider a Resolution amending Resolution No. 665, concerning the composition of the Northwest Community Center (NWCC) Advisory Board. **(Voice Vote)**

**Background:**

The **Northwest Community Center Advisory Board** was first established by **Resolution No. 665**, which was approved by the City Commission on **March 20, 1979**. It was set up as a five-member (5) board with staggered three-year (3) terms and has continued to operate this way until the present day.

However, there are now two (2) vacancies on the NWCC Advisory Board after **Ruben Garcia** passed away **October 21**. One of these vacancies was created years ago by the resignation of **Tyler Henderson** and staff has been trying unsuccessfully for years to attract a candidate for the position. Additionally, there is the potential for yet another vacancy to occur in the next year or two when one member graduates from his university.

At this time, all three (3) current members must be present for a meeting to occur because the quorum for a five-member (5) board is three (3). By downsizing the board to just three (3) members, a quorum is only two (2). If the City receives additional applications in the future, the board could easily be restored to its original five-member status by simply repealing this resolution, putting Resolution No. 665 back into legal effect, unedited.

After consultation with **Cindy Bennett**, director of NWCC, and the three current board members, staff and the Mayor all are comfortable recommending passage of this resolution to address the quorum issue for the short term. The three current members also are comfortable with the proposed arrangement for the time being.

**Commission Options:**

1. Approve the Resolution.
2. Disapprove the Resolution.
3. Table the Resolution for further consideration.

**Attachments:**

1. Resolution No. 2021-12- \_\_\_\_
2. Resolution No. 665

**Approved for Agenda by:**

Randy Frazer, City Manager

**A RESOLUTION AMENDING RESOLUTION NO. 665, CONCERNING THE COMPOSITION OF THE NORTHWEST COMMUNITY CENTER (NWCC) ADVISORY BOARD.**

**WHEREAS**, the Northwest Community Center Advisory Board was first established by Resolution No. 665, which was approved by the Governing Body of the City of Arkansas City, Kansas, on March 20, 1979; and

**WHEREAS**, this Resolution established a committee “to serve in an advisory capacity in all matters pertaining to rules and regulations and day to day questions, problems or operations of the Northwest Community Center”; and

**WHEREAS**, the five-member composition of this Board has proven problematic recently with persistent vacancies; and

**WHEREAS**, all three current members must be present for a meeting to occur because of the quorum requirement; and

**WHEREAS**, downsizing the board to just three members would reduce its quorum to only two members and make it easier for the Board to hold regular meetings; and

**WHEREAS**, this action could be easily reversed by a future City Commission by simply repealing this Resolution; and

**WHEREAS**, City staff, the NWCC Director and three current members of the Board all recommend making this change.

**NOW, THEREFORE, IN CONSIDERATION OF THE AFORESTATED PREMISES, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:**

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby amends Section One of Resolution No. 665 to read as follows:

SECTION ONE: A ~~committee~~**Northwest Community Center Advisory Board** shall be appointed by the Governing Body to serve in an advisory capacity in all matters pertaining to rules and regulations and day to day questions, problems or operations of the Northwest Community Center. All ~~committee-board~~ recommendations shall be submitted to the City Manager and City Commission for review and necessary action. The advisory~~committee board~~ shall consist of ~~five (5) members; one member shall serve a one year term, two (2) members shall serve two (2) year terms, and two (2) members shall serve three (3) year terms~~**three (3) members, each serving. Thereafter, members shall be appointed for** terms of three (3) years, **with one (1) member reappointed each year.** Vacancies shall be filled for unexpired terms ~~in the same manner as original~~**by** appointment **to the remainder of the original term.** All members shall serve without compensation. From the ~~committee-board~~, a chair~~man~~**person** shall be elected.

**SECTION TWO:** The Governing Body of the City of Arkansas City, Kansas, hereby amends Resolution No. 665 by creating a new Section Five, to read as follows:

SECTION FIVE: This board shall be exempt from the requirements of Arkansas City Municipal Code Sec. 2-56.

**SECTION THREE:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes City staff of the City of Arkansas City, Kansas, to take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment.

**SECTION FOUR:** This Resolution shall be in full force and effect from its date of passage by the Governing Body of the City of Arkansas City, Kansas.

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 21<sup>st</sup> day of December, 2021.

(Seal)

\_\_\_\_\_  
Scott Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Lesley Shook, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Larry R. Schwartz, City Attorney

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2021-12-\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on December 21, 2021, as the same appears of record in my office.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
Lesley Shook, City Clerk



## RESOLUTION NO. 665

A RESOLUTION ADOPTING AND ESTABLISHING A POLICY OF OPERATION FOR THE NORTHWEST COMMUNITY CENTER.

WHEREAS, a statement of policy for operation of the Northwest Community Center located at 615 West Birch Avenue is required to provide for its efficient and economical operation as well as to insure fair and equitable utilization by the citizens and organizations of the City and employee groups of the surrounding area and to further insure that wear and tear to the building, its contents and premises shall be held to an absolute minimum.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:

SECTION ONE: A committee shall be appointed by the Governing Body to serve in an advisory capacity in all matters pertaining to rules and regulations and day to day questions, problems or operations of the Northwest Community Center. All committee recommendations shall be submitted to the City Manager and City Commission for review and necessary action. The advisory committee shall consist of five (5) members; one member shall serve a one year term, two (2) members shall serve two (2) year terms, and two (2) members shall serve three (3) year terms. Thereafter, members shall be appointed for terms of three (3) years. Vacancies shall be filled for unexpired terms in the same manner as original appointment. All members shall serve without compensation. From the committee, a chairman shall be elected.

SECTION TWO: The advisory committee shall recommend to the City Manager a paid building supervisor who will monitor and administrate the Northwest Community Center's day to day operations. The supervisor will further be responsible for contracting and administering leased office spaces within the building. Said supervisor will also tend to any maintenance, repairs or other needs of the community center and coordinate these needs with the City Manager and City Commission.

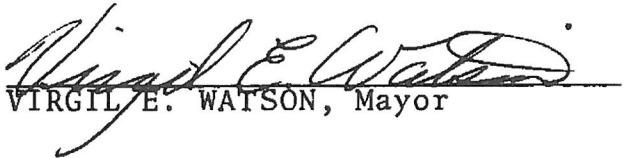
SECTION THREE: Income and necessary expenditures of the Northwest Community Center will be periodically reviewed by the advisory committee with comments and recommendations forwarded to the City Manager and City Commission.

SECTION FOUR: The Northwest Community Center shall be available for a variety of uses, including but not limited to, entertainment, education, physical conditioning, competition and dining. The community center shall be available to non-profit organizations, educational organizations, agricultural organizations, profit and commercial ventures and to all other persons and groups to the extent possible and practical.

Resolution No. 665  
Page 2.

SECTION SIX: The organization or person making application for the Northwest Community Center shall adhere to all regulations as posted in the center and shall supervise his/her group in accordance with those regulations.

PASSED AND RESOLVED this 20th day of March, 1979.

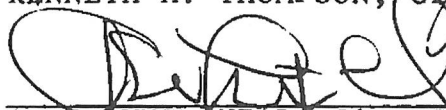
  
VIRGIL E. WATSON, Mayor

ATTEST:

  
A. E. WHITEHEAD, City Clerk

APPROVED:

  
KENNETH H. THOMPSON, City Manager

  
A. E. WHITEHEAD, City Clerk

  
OTIS W. MORROW, City Attorney



# City Commission Agenda Item

**Meeting Date:** December 21, 2021  
**From:** Larry Schwartz, City Attorney  
**Item:** Opioid Settlement Matters

**Purpose:** Consider a Resolution approving the execution and delivery of necessary agreements to maximize the City of Arkansas City’s allocation of Opioid Settlement Funds. **(Voice Vote)**

**Background:**

Multiple class action lawsuits have been filed throughout the nation concerning the negative impacts to communities and strain on government resources caused by opioid abuse and addiction.

In Kansas, the Attorney General's office joined multiple class action suits on behalf of the state. In addition to the State of Kansas, multiple cities and counties joined various suits.

The various suits have begun to settle and, in many instances, financial compensation will be paid to offset and mitigate negative impacts of opioid abuse and addiction in communities.

Adoption of the attached resolution authorizes the city to execute necessary settlement participation and other forms required to access funds pursuant to House Bill 2079.

**Commission Options:**

1. Approve the Resolution
2. Disapprove the Resolution
3. Table the Resolution for further consideration.

**Fiscal Impact:**

Amount:

Fund: Department: Expense Code:

Included in budget       Grant       Bonds       Other Not Budgeted

**Approved for Agenda by:**

Randy Frazer, City Manager



**A RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF NECESSARY AGREEMENTS TO MAXIMIZE THE CITY OF ARKANSAS CITY'S ALLOCATION OF OPIOID SETTLEMENT FUNDS.**

**WHEREAS**, the people of the State of Kansas and its communities have been harmed by the opioid epidemic due to the misfeasance, nonfeasance, and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

**WHEREAS**, the State of Kansas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the opioid epidemic caused by that misfeasance, nonfeasance, and malfeasance throughout the State of Kansas; and

**WHEREAS**, in furtherance of that goal, during the 2021 Legislative Session the Kansas Legislature passed the Kansas Fights Addiction Act (House Bill 2079) to address the use of funds received from opioid litigation and establish limits on future opioid litigation by municipalities; and

**WHEREAS**, House Bill 2079 contemplates the distribution of settlement funds received from the opioid litigation to non-litigating municipalities and litigating municipalities who have entered into an agreement to waive their claims according to a formula negotiated between the Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties; and

**WHEREAS**, Kansas's share of settlement funds from certain national settlement agreements will be maximized only if all necessary Kansas Political Subdivisions participate; and

**WHEREAS**, the moneys in the Municipalities Fight Addiction Fund shall be expended for projects and activities that prevent, reduce, treat or mitigate the effects of substance abuse and addiction or to reimburse the municipality for previous expenses related to substance abuse mitigation or arising from covered conduct; and

**WHEREAS**, the City is a nonlitigating municipality; and

**WHEREAS**, the City has sustained damages related to the opioid epidemic; and

**WHEREAS**, the City desires to enter an Agreement with the Attorney General in order to access opioid litigation settlement funds pursuant to House Bill 2079 and become eligible for certain state grants.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:**

**SECTION ONE.** Certification of Costs and Expenses. The City hereby certifies that it has incurred costs and expenses related to substance abuse or addiction mitigation and abatement in excess of \$500, the City anticipates incurring future costs and expenses related to substance abuse or addiction mitigation and abatement in excess of \$500, and the City can utilize the opioid settlement funds for lawful purposes. The City Manager, City Clerk, and City Attorney are hereby authorized to execute, seal, attest and deliver such other documents, certificates and instruments as may be necessary and desirable to certify these costs and expenses or similar costs and expenses, for and on behalf of and as the act and deed of the City.

**SECTION TWO.** Execution of Agreement(s). The City Manager, City Clerk, and City Attorney are hereby authorized and directed to execute, seal, attest and deliver any necessary documents required by the Attorney General or by the National Opioid Settlement in order for the City to maximize its allocation of settlement funds.

**SECTION THREE.** Severability. That if any part or portion of this resolution shall be held or determined illegal, ultra vires, or void, the same shall not be held or construed to alter, change, or annul any term or provision hereof which may be legal or lawful.

**SECTION FOUR.** Effective Date. This Resolution will be in full force and effect from its date of passage by the Governing Body of the City of Arkansas City, Kansas.

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 21<sup>st</sup> day of December, 2021.

\_\_\_\_\_  
Scott Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Lesley Shook, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Larry R. Schwartz, City Attorney

**CERTIFICATE**

I, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2021-12-\_\_\_\_ of the City of Arkansas City, Kansas adopted by the governing body on December 21, 2021 as the same appears of record in my office.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
Lesley Shook, City Clerk



# City Commission Agenda Item

**Meeting Date:** December 21, 2021  
**From:** Randy Frazer, City Manager  
**Item:** City Manager Updates

**Purpose:** City Manager's Report on Upcoming Activities

**Background:**

1. The **Arkansas City Area Chamber of Commerce** will be host to a special **Christmas cookie swap** and Chamber coffee at **10 a.m. Thursday, December 23** at the Chamber office, located at 106 S. Summit St.
2. City Hall and all other City offices will be closed **Friday, December 25** and **Friday, December 31** in observance of **Christmas** and **New Year's Day**, respectively. There will be no recycling offered at Strother Field on **December 24-25, December 31** or **January 1, 2022**, either.
3. The next **Cowley County Legislative Committee** meeting will be at **noon Tuesday, January 4, 2022** at the Winfield Area Chamber of Commerce office, located at 123 E. Ninth Ave. in downtown Winfield. *(It is being held a week earlier than normal so the committee can meet legislators prior to the 2022 session.)*
4. The next **City Commission** study session is at **noon Friday, January 7, 2022** in my office here at City Hall.
5. Remember, the City Commission's **annual reorganization meeting** for 2022 was rescheduled automatically by **Resolution No. 2018-12-3222** from **January 4, 2022** to **5:30 p.m. Monday, January 10, 2022**. A reception for Mayor Scott Rogers and incoming Mayor Canyon Gingher will follow about **6 p.m.**

**Approved for Agenda by:**

Randy Frazer, City Manager



# cookie exchange

**You are invited to our 1st annual cookie exchange!**

**Thursday, December 23rd at ten o'clock in the morning**

**Arkansas City Area Chamber of Commerce**

**106 South Summit**

**Please bring 6 dozen of your favourite cookies**

**There will also be coffee, hot cider and hot chocolate.**





# City Commission Agenda Item

**Meeting Date:** December 21, 2021  
**From:** Andrew Lawson, Public Information Officer  
**Item:** City Advisory Board Reports

**Purpose:** City Advisory Board Reports

**Background:**

The City Commission receives regular reports from its appointed advisory boards and committees in the form of their approved minutes.

**Commission Options:**

1. No action needed.

**Attachments:**

The following approved board and committee minutes are included in this packet:

- **October 11** — Arkansas City Public Library Board of Trustees
- **October 14** — Visit Ark City Board of Trustees
- **October 25** — Arkansas City Public Library Board of Trustees (*special meeting*)
- **October 28** — South Central Kansas Medical Center Board of Trustees
- **October 28** — Beautification and Tree Advisory Board
- **November 9** — Arkansas City Planning Commission
- **November 16** — South Central Kansas Medical Center Board of Trustees (*special meeting at City Hall*)

**Approved for Agenda by:**

Randy Frazer, City Manager

MINUTES

**Arkansas City Public Library Board of Trustees Regular Meeting via Zoom  
October 11, 2021**

The Board of Trustees of the Arkansas City Public Library, pursuant to official notification, met Monday, October 11, 2021, at 5:30 p.m. via Zoom.

MEMBERS PRESENT:

- Duane Oestmann, *City Commissioner, ex-officio*
- Kayleigh Lawson, *President*
- Shawna Allison, *Vice President*
- Gia Watson
- Lloyd Colston
- Emily Mitton, *Secretary*
- Mitch Reichle, *Treasurer*

STAFF PRESENT: Mendy Pfannenstiel, Library Director

OTHERS PRESENT:

Lawson called the meeting to order at 5:32 p.m.

**Motion by Reichle to approve the September meeting minutes. Second by Oestmann. Approved unanimously.**

The Treasurer’s Report/financials were unavailable at the time of the meeting.

Pfannenstiel provided a Director’s report to the Board.

**Motion by Reichle to waive requirement of three quotes for work to the basement walls and to accept MTL’s quote. Second by Colston. Approved unanimously.** Other companies were contacted multiple times to no avail for a quote to repair walls in the basement. Because of the hazardous condition of the walls, it was important to move forward.

**Motion by Reichle to table a decision about an adult librarian and/ or salary increases until October 25 at a special meeting. Second by Mitton. Approved unanimously.**

**Motion by Oestmann to allow patrons to provide a Driver’s License and/ or Visa in lieu of a social security number while setting up a library account. Second by Mitton. Approved unanimously.**

**Motion by Reichle to adjourn the meeting. Second by Colston. Approved unanimously.** With there being no further business, the meeting concluded at 6:47 p.m.

A special library Board meeting will be October 25, 5:30pm at both the library and via Zoom.

## Visit Ark City Board of Trustees

10/14/2021

Section VIII, Item 1.

The Visit Ark City Board of Trustees met in the Chamber Conference Room at noon Thursday, **October 14, 2021**. Those present were Shawn Silliman, Liz Shepard, Carlla Pike, Arty Hicks, Shannon Martin, Jynda Murray, Charles Tweedy, Pam Crain and Jill Hunter - VAC Director. Absent: Kanyon Gingher.

**Arty Hicks** called the meeting to order.

### **Minutes from September 9 Meeting**

Minutes of the previous meeting were reviewed. A correction was made to the spelling of Shannon Martin's name. Liz Shepard moved to accept the amended minutes. It was seconded by Carlla Pike. A unanimous voice vote declared the minutes accepted.

### **Treasurer's Report**

Pam Crain presented the monthly financials. The \$3,000 expense was a grant to the Etzanoa Conservancy. Current checking account balance is \$14,731.68. Liz Shepard moved to accept the report as presented. Shawn Silliman seconded, and a unanimous voice vote declared the motion approved.

### **Business Items**

#### State Fair Weekend

Jill Hunter reported attendance was low on Friday, but picked up on Saturday.

#### Last Run Car Show

Jill Hunter did trivia car questions and awarded prizes at the Ladies Tea event.

#### National Night Out

Jill Hunter passed out glow necklaces to the kids at the event.

#### Shannon Martin Board Position

Shannon Martin will continue to serve on the VAC Board until the end of her term in December. It's unknown if she will want to continue to serve after her term ends.

#### TIAK Conference 10/18 to 10/21

Jill Hunter will attend the TIAK conference.

#### Arkalalah

Jill Hunter passed out the Arkalalah guide books to the VAC Board. Jill has been planning and preparing for the event.

#### Tacolalah Board Member

Arty Hicks agreed to serve as the "alternate" VAC representative to the Tacolalah Executive Committee.

#### Time Capsule

Jill Hunter has been visiting local businesses to promote the Arkansas City 150<sup>th</sup> time capsule. Jill reported there has not been a lot of response. The deadline for submissions is October 29.

Veterans Day Parade

Jill Hunter has attended two meetings for the event. Current planning includes bands, possibly floats and a fire truck.

VAC Accounting

Jill Hunter reported that Scott Terrel, CPA, LCC will be the new VAC accountant going forward.

City Luncheon

The VAC Board will serve lunch to the City's Environmental Services and Public Services Department employees at 11:30 a.m. November 18 at the Northwest Community Center.

November Board Meeting

The VAC Board will meet on November 18 at the Northwest Community Center after the City luncheon.

**Jill Hunter** made a motion to adjourn; seconded by Shannon Martin.



MINUTES

**Arkansas City Public Library Board of Trustees Special Meeting via Zoom  
October 25, 2021**

The Board of Trustees of the Arkansas City Public Library, pursuant to official notification, met Monday, October 25, 2021, at 5:30 p.m. via Zoom for a special meeting.

MEMBERS PRESENT:

- Duane Oestmann, *City Commissioner, ex-officio*
- Kayleigh Lawson, *President*
- Shawna Allison, *Vice President*
- Gia Watson
- Lloyd Colston
- Emily Mitton, *Secretary*
- Mitch Reichle, *Treasurer*

STAFF PRESENT:      Mendy Pfannenstiel, Library Director

OTHERS PRESENT:

Lawson called the meeting to order at 5:37 p.m.

**Motion by Allison to approve the September 2021 Treasurer Report. Second by Oestmann. Approved unanimously.** The September 2021 report shows that we have total assets of \$485,283.51 (\$1,062.79 in current liabilities, \$144,426.69 in the operating fund and \$321,531.43 in the capital improvement fund). We have accepted 98% of our anticipated receipts and expended 66% of our anticipated budget.

**Motion by Colston to approve comparable wage increases for all staff members, to forgo hiring an adult services librarian, and to add additional job duties for daytime staff. Second by Reichle. Approved unanimously.**

**Motion by Colston to adjourn the meeting. Second by Reichle. Approved unanimously.** With there being no further business, the meeting concluded at 6:27 p.m.

Because there are no major agenda items in November and with permission from the Board President, the November regular meeting is cancelled.

**Personnel:**

- We hired two library clerks: Gwen Abrams and Taylor Pappan.

**Facilities & Grounds:**

- Nothing new to report.

**Budget/ Finance:**

- The Board will need to review/ approve the 2022 budget figures & proposed changes to the chart of accounts.

**Collection/ Circulation:**

- Nothing new to report.

**Special Projects/ Grants:**

- We were approved for \$47,750 in grant funding from the VJ Wilkins Foundation for the purchase of a van for bookmobile service! We'll begin work towards completing this project, and fingers-crossed everything will be ready by Summer '22.

**Technology:**

- Nothing new to report.

**Public Relations:**

- Facebook (last 28 days): 1,786 Page Likes; 1,887 Followers; 137 Page Views; 3,482 Post Reach; 283 Post Engagements
- Website (November):
  - Main Page: 384 Views; 135 Clicks
  - Kids Page: 17 Views; 16 Clicks
- Marketing: Facebook boosts; CourierTraveler ads

**SCKLS/ State Library:**

- Nothing new to report.

**Gifts, Memorials, and Other:**

- We received a \$500 donation from United Agency.

*Submitted by:*

Mendy Pfannenstiel, Director

December 2021



**SCKMC BOARD OF TRUSTEES MEETING MINUTES  
October 28, 2021**

**I. Call to Order** – By Dan Jurkovich, Board Chairman at 7:35 am.

**II. Welcome/Introduction**

**III. Medical Executive Committee/Med Staff Report**

**Paul Klaassen, MD**

**A. Credentialing**

Appointment – Nicholas Knighton DO FreeState

- Motion – Med Exec
- Second – Kanyon Gingher
- Motion carried

Reappointment – None at this time.

**IV. Minutes of previous meeting reviewed**

**Dan Jurkovich, Board Chair**

- Motion – Kanyon Gingher approval of September 2021 minutes.
- Second – Bob Mathews
- Motion carried and minutes approved

**B. Committee Reports**

**1. Finance (Kansas Regs 28-34-5a) – 8/2021**

**Debbie Hockenbury, CFO**

a.) Balance Sheet hospital and clinics

a-1) Operating cash and investments \$6,883,049.

a-2) Net accounts receivables \$5,653,524.

a-3 Allowance Accounts for Contractual and Bad Debt \$8,217,822

a-4) Current Liabilities \$4,382,106.

a-5) Accrued Salaries & PTO \$990,119

a-6) Accounts Payable \$1,434,684.

b.) Operating Statement hospital and clinics excluding SCKC.

b-1) Total gross patient and physician revenue \$6,489,023.

B-2) Revenue deductions (\$4,596,699)

B-3) Net Patient revenue \$1,946,854

b-4) Total operating \$2,030,055

b-5) Net Operating loss of (\$37,691)

After non-operating revenue and expenses for the month the gain is (\$732,226.)

c.) Clinics and Behavioral Health

c-1) SCK Clinic loss of (\$53,377)



- c-2) Geri Psych loss of \$27,778.
- c-3) Winfield Medical Arts loss of \$33,883
- c-4) Ark City Clinic gain of (\$63,543)
- c-5) Specialty Clinic loss \$57,495
- c-6) Midwives loss (\$24,278)

- d.) Charity Care \$35,030.
- e.) Bad Debt \$6,664
- f.) Bad Debt Recovery (\$80,739)
- g.) Bankruptcy \$0

1- Finance - Charity Care to get approved for \$140,966.29.

- Motion – Dan Jurkovich, Board chair
- Second – Bob Matthews, Member
- Motion carried

h.) Qualified DHS (Disproportionate Hospital Share) Payment

- Qualified for \$885,534 for 2022
- Decrease of \$127,989 from 2021
- (Pool Amount KS is \$65.9 Million)

i.) HRSA COVID Funds Update: (September 2021)

i-1) Period I

- \$4,057,145 received April & May 2020
- Spent by 6/30/21
- Submitted on the HRSA portal on 10/19/21

i-2) Period II

- \$5,000,000 received July 2020
- \$200,000 received July 2020 for RHC
- Spent by 12/31/21
- Submitted on the portal by 3/31/22

i-3) Phase IV

- \$25.5 billion in Provider Relief Fund & American Rescue Plan rural funding is available.
- Application submitted on 10/25/21
- Funds can be used to cover lost revenues or eligible expenses dating back to 1/1/2020.



j.) WPS Medicare Advance Payments Update:

- 9/30/21 - \$2,479,000 is owed back to Medicare.
- \$3.1 million was received April 2020.
- 25% recoupment started April 2021-it will continue until March 2022 then 50% recoupment starts.
- Ends September 2022(what is remaining will be paid back.)

1-Financials as presented.

- Motion – Dan Jurkovich
- Second – Kanyon Gingham
- Motion carried.

**2. Clinical Operations – October 2021 Report**

Shona Turner, COO

A.) Urgent Care – Increase encounters overall

- Average 205 monthly in 2020
- Average 246 monthly in 2022
- Reflecting a 20% monthly increase

B.) Major Surgery Volumes – Going slightly up for 2021.

- 2020- 167 YTD
- 2021 – 182 YTD

C.) Minor Surgery – Going up for 2021.

- 2020 – 225 YTD
- 2021 – 287 YTD

D.) C – Section – has gone down for 2021.

E.) Lab Average Daily Tests – has gone up for 2021

- Averaging 300 test per day for September.

F.) Physical Therapy Outpatient is staying steady.

G.) Radiology has had an increase this year (2021).

- Averaging 1,000 exams a month

H.) CT Update

- Mobile Unit start on 11/15/21 – 11/26/21
- CT delivery on 11/29/21
- Installation complete by year end

I.) MRI Update

- Initial Construction meeting on 11/30/21
- Tentative delivery date 3/21/21
- Installation complete by April 30.

**3. Management Report**

Jeff Bowman, CEO

340-b Pharmacy Program Update



- October received \$98,951
- Before covid and bringing on Ark City Clinic, receiving \$100,00 a month.
- Top priority on bringing back 340-b to what it supposed to be.

Sizewise Quote – Beds to comply for safety in BHU to get approved for total \$109,505.20.

- Motion – Dan Jurkovich
- Second – Kanyon Gingher
- Motion carried.

RTU Investigation Report – Cleaning & Filter Replacement and Permanent Sanitary Improvements = total \$140,860.

- Motions – Dan Jurkovich
- Second – Bob Matthews
- Motion carried.

#### 4. Executive Session

4-a) Pursuant to K.S.A. 75-4319 – “to discuss personnel matters relating to non-elected personnel”

- Motion to adjourn to executive session at 8:20am– Dan Jurkovich
- Second – Kanyon Gingher
- Motion carried
- Resume at 8:50am.

4-b) Pursuant to K.S.A. 75-4319 – “to discuss personnel matters relating to non-elected personnel”

- Motion to adjourn to executive session at 8:50am - Dan Jurkovich
- Second – Bob Matthews
- Motion carried
- Resume at 8:58am.

4-c) Motion to adjourn to executive session by Kanyon Gingher

- Second – Bob Matthews
- Motion carried
- Entered regular board meeting at 8:58am.

v. **ADJOURNMENT-** There being no further business to come before the committee, the meeting was adjourned at 8:59 am.

- Motion to adjourn Bob Matthews, Member
- Second – Kanyon Ginger, Vice-Chair
- Motion carried



<b>PARTICIPANTS</b>	
<b>Dan Jurkovich</b> , Board Chairman •	<b>Shawna Allison</b> , Medical Staff Coordinator •
<b>Kanyon Gingher</b> , Board Vice Chairman •	<b>Clayton Soule</b> , Legal Counsel •
<b>Jay Warren</b> , Board Treasurer	<b>Chad Giles</b> , Legal Counsel •
<b>Bob Mathews</b> , Board Member •	<b>Jacky Martinez</b> , Administrative Assistant •
<b>Brittany Carder</b> , Board Member	<b>John Shelman</b> , Courier/Traveler
<b>Paul A Klaassen, MD</b> , Chief of Staff	<b>Karen Zeller</b> , Guest
<b>Jeff Bowman</b> , Chief Executive Officer •	<b>Bill Rhiley</b> , State Representative •
<b>Debbie Hockenbury</b> , Chief Financial Officer •	
<b>Shona Turner</b> , Chief Operations Officer •	
<b>Jimmie Seacat</b> , Director of HIS & Business Services	
<b>William Jarvis</b> , Director of Information Technology •	

Board Chairman \_\_\_\_\_ Date \_\_\_\_\_

Minutes for 10/28/2021

**Arkansas City Beautification and Tree Advisory Board**  
10/28/21 Minutes

A regular meeting was held **Thursday, October 28, 2021**, at the Wilson Park rotunda. The meeting was called to order at **1:06 p.m.**

Roll Call:	<u><b>Beautification Board Members</b></u> Robin Henderson <input checked="" type="checkbox"/> Candace Hendricks <input checked="" type="checkbox"/> Nancy Holman <input checked="" type="checkbox"/> Paisley Howerton <input checked="" type="checkbox"/> Harrison Taylor <input checked="" type="checkbox"/>	<u><b>Staff Liaisons</b></u> Mike Bellis <input checked="" type="checkbox"/> Randy Frazer <input type="checkbox"/> Evan Haney <input type="checkbox"/> Andrew Lawson <input checked="" type="checkbox"/> Connie Moore <input checked="" type="checkbox"/>	<u><b>Equal Opportunity Board Members</b></u> Bob Baker <input type="checkbox"/> JoAnn Bierle <input type="checkbox"/> James Fry <input type="checkbox"/> Anita Judd-Jenkins <input checked="" type="checkbox"/> Tammy Lanman-Henderson <input checked="" type="checkbox"/> Frances "Rags" Smith <input checked="" type="checkbox"/>
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**0. Approve September Meeting Minutes:**

Candace joined the meeting in progress at **1:08 p.m.** and later left the meeting in progress at **1:55 p.m.** Robin made a motion to approve the minutes of the **September 23, 2021**, regular meeting as presented. Harrison seconded the motion. The motion was approved **4-0** on a voice vote. Paisley joined the meeting in progress at **1:10 p.m.** and left the meeting at **1:50 p.m.**

**1. OLD BUSINESS: Adoption Request: *Wilson Park* (Docking Garden)**

Andrew asked Connie to explain to the Board the challenges with the fountain area. Connie said the soil had been sterilized, but it can be replaced in time for spring planting in early 2022. The Board discussed the proposed plant species to plant there. Connie said his main concern is maintenance. He can provide access to water, but does not want City staff to have to water it. Several interested members of both boards will meet with the original applicant to form a joint committee and reapply. They also will work on securing donations from local businesses and greenhouses. Connie said the City can provide new topsoil. Andrew mentioned a lady who wants to purchase a bench for installation in Wilson Park in honor of her late father. Because she is paying for everything and City staff will just install it, no adoption paperwork is needed. The Board blessed the project.

**2. OLD BUSINESS: Adoption Request: *Walnut Park* (Jan Miller)**

Andrew said this is the busiest time of the year for Pike Construction. Carlla doesn't think they will get to this project until **December** or maybe early next year. He currently plans to take the adoption proposal to the City Commission in **December**.

**3. OLD BUSINESS: Fall Cleanup Day Report**

This year's event ended up focusing on property cleanup again due to a low number of volunteers. We will look at cleaning and beautifying the underpasses on Spring Cleanup Day, which may involve some form of traffic control and coordination.

**4. Land and Water Conservation Fund Project No. 20-00785**

Long before COVID-19, the original intent of this project was to fund the splash pad/interactive fountain and new restrooms as part of Phase 1 (now Phase 2) of the Wilson Park Master Plan. Absent matching funds from the V.J. Wilkins Foundation, decisions will need to be made soon on the disposition of this **\$300,000** LWCF grant and whether to proceed with the project. Possible ideas discussed included just building the restroom portion. Andrew will contact Jeff Best for an updated cost/O&M estimate and LWCF for clarification on the reallocation process. Anita suggested contacting the Warrender Trust for funds. Several members of both boards expressed hope that this phase can still proceed in the future, but acknowledged the financial challenges. Harrison reiterated his opposition to the project. No consensus decision was reached and discussion was tabled.

**5. Review ADA Transition Plan: *Wilson Park***

Like most other neighborhood parks, the playgrounds and picnic areas both need ADA-accessible connections to sidewalks. ADA-accessible parking stalls and ramps will be addressed soon with the Phase 1 (Farm and Art Market) improvements.



A lift was installed following the 2006 ADA Transition Plan to provide ADA access to the rotunda stage. The tennis courts also are ADA-accessible. But ADA access may need to be improved to the tennis courts as part of the Phase 1 improvements.

The ADA Plan identifies the central drinking fountain as non-compliant, but it is no longer functional and the new one on the restroom building is ADA-accessible. The Wilson Park Master Plan includes lots of new ramps and 10-foot-wide pathways.

#### **6. Wilson Park Master Plan Update Process:**

The Board agrees with staff that some modifications need to be made to the existing Master Plan. This discussion will be continued at the **December** meeting. More community engagement is needed and the Paris Park planning may affect this.

#### **7. Other Miscellaneous Items:**

Paisley and Andrew will work to complete the annual Mayor's Monarch Pledge report prior to **December 1**. Goals for next year include applying for seed grants, working with ACHS to grow more starter plants and starting demonstration gardens.

Andrew said there have been very positive and productive conversations between the City, Cowley College, USD 470, and the Recreation Commission about the Paris Park Pool area. The scope is expanding beyond just a simple pool renovation.

The next meeting of the 2022 Tacolalah Executive Committee will be at **noon December 16** at the Water Treatment Facility.

Andrew said Wilson Park Phase 1 should begin construction shortly after Thanksgiving and is expected to finish by **April**.

Nancy made a motion to adjourn the meeting. Harrison seconded the motion, which was approved **3-0** on a voice vote. The meeting was adjourned at **2:02 p.m.** The next regular meeting of the Beautification and Tree Advisory Board will be at **1 p.m. Dec. 2, 2021**.



# City of Arkansas City

## PLANNING COMMISSION MEETING

### MINUTES

Tuesday, November 09, 2021 at 5:30 PM – 400 W Madison Ave, Arkansas City, KS

#### Call to Order

#### Roll Call

PRESENT: Mary Benton, Charles Jennings, Paisley Howerton, Ian Kuhn, Lloyd Colston, Cody Richardson  
ABSENT: Andy Paton, Karla Gallegos, Joni Spicer

Staff present at roll call was Principal Planner Josh White and Public Information Officer Andrew Lawson. Also present at roll call was applicant Sarah Jellings, SCK Health CEO Jeff Bowman and Citizen Harrison Taylor. Citizen Doug Allison joined the meeting after roll call via GoToMeeting.

#### Declaration

There were no declarations of ex parte or outside communication from Planning Commissioners.

#### Public Comments

No comments from the public were received for items not on the agenda. White clarified that Bowman would speak during the Comprehensive Plan discussion.

#### Consent Agenda

1. Meeting Minutes, **October 12, 2021 meeting.**  
Motion made by Richardson, Seconded by Benton to approve the minutes as written  
Voting Yea: Benton, Jennings, Howerton, Kuhn, Colston, Richardson

#### Board of Zoning Appeals

2. **Recess the Planning Commission and convene the Board of Zoning Appeals**

Motion made by Richardson, Seconded by Colston  
Voting Yea: Benton, Jennings, Howerton, Kuhn, Colston, Richardson

3. **Hold a public hearing to consider the advisability of granting a variance to the minimum lot size and required side yard setback for a proposed lot split at 308 S 2<sup>nd</sup> Street.**

Motion made by Richardson, Seconded by Benton to open the public hearing.  
Voting Yea: Benton, Jennings, Howerton, Kuhn, Colston, Richardson  
Jennings declared the public hearing open. White presented the staff report. The proposal was for a lot split that would result in a lot that is too small for the zoning regulations and would create a insufficient side yard. He noted that the structures were all built prior to the zoning regulations. The neighborhood already has some smaller lots of similar sizes. Staff believes a hardship exists because there is no way to split the homes apart. The proposal is to sell the second house separately from the larger house. Staff recommends approval of the variances. Harrison Taylor, 525 N 4th Street asked about the condition of the house. Sarah Jellings, applicant noted that it had undergone a recent total

renovation. Colston was concerned about the location of the garage to the house, being too close. Colston made a motion to approve a variance for a lot split that would result in a lot size of 4,712 square feet and a side yard of 4.3 feet at 308 S 2nd Street. Richardson seconded the motion. Kuhn felt more discussion was needed and that this should be tabled until the next meeting. Colston retracted his motion. Consideration of a motion to table was then discussed after being seconded by Colston. Kuhn felt that granting a variance should have more discussion or be resolved with zoning amendments. Jennings argued that this is a pre-existing condition not created by the current property owner and that it was common to have older properties not fully meeting the current regulations. Colston asked when the structures were built and White replied 1920. Kuhn retracted his motion to table. Colston made a motion to approve a variance for a lot split that would result in a lot size of 4,712 square feet and a side yard of 4.3 feet at 308 S 2nd Street. The motion was seconded by Benton. Jennings wanted to add that he understood the concerns and thought we could look into amending the zoning regulations. White noted that an overlay district could be looked into. White called the roll. Voting Yea: Benton, Jennings, Kuhn, Colston, Richardson. Jennings declared the motion passed.

#### **4. Adjourn the Board of Zoning Appeals Sine Die and reconvene the Planning Commission**

Motion made by Benton, Seconded by Richardson.

Voting Yea: Benton, Jennings, Howerton, Kuhn, Colston, Richardson

Jennings declared the Board of Zoning Appeals adjourned and the Planning Commission reconvened.

### **Comprehensive Plan**

#### **5. Comprehensive Plan discussion on Land Use**

White introduced Jeff Bowman from SCK Health. Bowman discussed the challenges and goals for SCK Health. He talked of recent challenges related to the pandemic. He discussed expansion plans to be funded by the newly created SCK Health Foundation. Winfield Medical Arts may not be able to continue to moving the facilities to the hospital site may be a better option. They also plan to expand the Behavioral Health Unit as well as building a daycare facility. The organization is now profitable. He said they plan to continue to collaborate with William Newton Hospital as the opportunity arises. The available land is proving to be a big benefit for the organization. Lawson then gave an update on Parks, Trails and Transportation. He also reviewed Winfield's recently completed Master Plan for Parks, Trails and Recreation. he would like to mimic their plan. He spoke of interest from ACHS FFA in raising funds for a sidewalk project at the high school. Kuhn left the meeting at 6:23 p.m. Lawson noted that Winfield has in their plan, short term, mid term and long term goals. Planning Commissioners liked the format. Taylor commented that we need to be sure that the people making promises understand the costs. Lawson noted that staff is working on an at a glance budget. Lawson and Jennings reminded everyone that these are goals not promises but acknowledged Taylor's concerns. The firm the City hired to do the transportation plan is behind schedule but we will get that process completed soon. White then discussed land use. He noted that all of the previously discussed topics are used to help formulate this topic. This chapter is used to guide the writing and amending of zoning and subdivision regulations. More detail will be discussed at the next meeting.

### **Adjournment**

Motion made by Benton, Seconded by Richardson.

Voting Yea: Benton, Jennings, Howerton, Colston, Richardson

Jennings declared the meeting adjourned at 7:13 p.m.



**SCKMC BOARD OF TRUSTEES MEETING MINUTES  
November 16<sup>th</sup>, 2021**

**I. Call to Order** – By Dan Jurkovich, Board Chairman at 4:00 pm.

**II. Executive Session**

K.S.A. 75-4319(b) (2) – “for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship.”

- Motion to adjourn to executive session by Bob Mathews at 4:00pm.
- Second – Kanyon Gingher
- Motion carried
- Resume at 4:30pm.

**III. SCK Health**

Policy and procedure for CMS Omnibus COVID-19 Health Care Staff Vaccination Interim Final Rule to get approved as presented.

- Motion – Jay Warren
- Second – Bob Mathews
- Motion carried 4-1 (Voting yes: Kanyon Gingher, Jay Warren, Bob Mathews, Brittany Carder; Voting no: Dan Jurkovich)

**IV. ADJOURNMENT-** There being no further business to come before the committee, the meeting was adjourned at 4:32pm.

- Motion to adjourn Bob Matthews, Member
- Second – Kanyon Ginger, Vice-Chair
- Motion carried

<b>PARTICIPANTS</b>	
<b>Dan Jurkovich</b> , Board Chairman •	<b>Shawna Allison</b> , Medical Staff Coordinator
<b>Kanyon Gingher</b> , Board Vice Chairman •	<b>Clayton Soule</b> , Legal Counsel •
<b>Jay Warren</b> , Board Treasurer •	<b>Chad Giles</b> , Legal Counsel •
<b>Bob Mathews</b> , Board Member •	<b>Jacky Martinez</b> , Administrative Assistant •
<b>Brittany Carder</b> , Board Member •	<b>John Shelman</b> , Courier/Traveler •
<b>Paul A Klaassen, MD</b> , Chief of Staff	<b>Karen Zeller</b> , Guest
<b>Jeff Bowman</b> , Chief Executive Officer •	<b>Bill Rhiley</b> , State Representative
<b>Debbie Hockenbury</b> , Chief Financial Officer	
<b>Shona Turner</b> , Chief Operations Officer	
<b>Jimmie Seacat</b> , Director of HIS & Business Services	

Board Chairman \_\_\_\_\_ Date \_\_\_\_\_



**CITY OF ARKANSAS CITY, KANSAS  
FINANCIAL SUMMARY  
Year-To-Date November 30, 2021**

Fund	Cash Summary					Budget Summary				
	1/1/2021 Beginning Cash Balance	Prior Year Adjustments	Receipts	Disbursements	11/30/2021 Ending Cash Balance	Budget	Encumbrances	Budget Variance Favorable (Unfavorable)	% Remaining (8%)	
01 - GENERAL FUND	\$ 2,430,776.08	\$ -	\$ 8,894,960.38	\$ 9,263,778.30	\$ 2,061,958.16	\$ 10,702,736	\$ 164,203.55	\$ 1,274,754	12%	
15 - STORMWATER FUND	\$ 297,096.40	\$ -	\$ 183,828.46	\$ 158,529.52	\$ 322,395.34	\$ 306,139	\$ -	\$ 147,609	48%	
16 - WATER FUND	\$ 4,477,842.01	\$ -	\$ 4,659,510.69	\$ 5,050,098.92	\$ 4,087,253.78	\$ 6,510,616	\$ 972,699.08	\$ 487,818	7%	
18 - SEWER FUND	\$ 4,307,387.88	\$ -	\$ 2,908,025.14	\$ 1,964,948.65	\$ 5,250,464.37	\$ 14,169,544	\$ 1,545,364.64	\$ 10,659,231	75%	
19 - SANITATION FUND	\$ 1,142,083.64	\$ -	\$ 1,498,429.42	\$ 1,180,582.62	\$ 1,459,930.44	\$ 1,495,989	\$ -	\$ 315,406	21%	
20 - SPECIAL RECREATION FUND	\$ 35,613.60	\$ -	\$ 9,166.37	\$ 12,462.30	\$ 32,317.67	\$ 46,068	\$ -	\$ 33,606	73%	
21 - SPECIAL STREET FUND	\$ 789,869.50	\$ -	\$ 563,844.69	\$ 401,776.49	\$ 951,937.70	\$ 1,357,500	\$ 3,187.02	\$ 952,536	70%	
23 - TOURISM/CONVENTION FUND	\$ 28,279.90	\$ -	\$ 132,492.57	\$ 124,364.77	\$ 36,407.70	\$ 139,145	\$ -	\$ 14,780	11%	
26 - SPECIAL ALCOHOL FUND	\$ 93,482.01	\$ -	\$ 9,866.37	\$ 8,703.95	\$ 94,644.43	\$ 90,524	\$ -	\$ 81,820	90%	
27 - PUBLIC LIBRARY FUND	\$ -	\$ -	\$ 383,291.80	\$ 383,291.80	\$ -	\$ 409,950	\$ -	\$ 26,658	7%	
29 - SPECIAL LAW ENF TRUST FUND	\$ 11,617.22	\$ -	\$ 610.22	\$ 8,687.30	\$ 3,540.14	Not a Budgeted Fund				
31 - LAND BANK FUND	\$ 986.21	\$ -	\$ 8,000.00	\$ 199.91	\$ 8,786.30	\$ 3,500	\$ -	\$ 3,300	94%	
43 - BOND & INTEREST FUND	\$ 303,521.84	\$ -	\$ 408,976.50	\$ 616,580.00	\$ 95,918.34	\$ 673,385	\$ -	\$ 56,805	8%	
44 - HEALTHCARE SALES TAX FUND	\$ -	\$ -	\$ 1,715,959.29	\$ 1,715,959.29	\$ -	\$ 1,946,000	\$ -	\$ 230,041	12%	
45 - UNPLEDGED HEALTHCARE SALES TAX FUND	\$ 189,526.15	\$ -	\$ 280,494.50	\$ 290,704.26	\$ 179,316.39	\$ 507,706	\$ -	\$ 217,002	43%	
53 - MUNICIPAL COURT FUND	\$ 15,923.05	\$ -	\$ 445.24	\$ -	\$ 16,368.29	Not a Budgeted Fund				
54 - EQUIPMENT RESERVE FUND	\$ 200,946.02	\$ -	\$ -	\$ -	\$ 200,946.02	Not a Budgeted Fund				
57 - CID SALES TAX FUND	\$ -	\$ -	\$ 53,127.65	\$ 49,984.64	\$ 3,143.01	\$ 65,000	\$ -	\$ 15,015	23%	
68 - CAPITAL IMPROVEMENT FUND	\$ 1,758,315.08	\$ -	\$ 600,998.91	\$ 532,475.85	\$ 1,826,838.14	Not a Budgeted Fund				
<b>TOTALS</b>	<b>\$ 16,083,266.59</b>	<b>\$ -</b>	<b>\$ 22,312,028.20</b>	<b>\$ 21,763,128.57</b>	<b>\$ 16,632,166.22</b>	<b>\$ 38,423,802.00</b>				

INDEBTEDNESS:

GO 2020 REFUNDING & IMPROVEMENT BOND	\$ 20,205,000
2013 PUMPER FIRE TRUCK LEASE	\$ 97,598
2019 FERRARA PUMPER TRUCK LEASE	\$ 449,198
2019 PBC	\$ 16,855,000
<b>TOTAL</b>	<b>\$ 37,606,796</b>

Note: Information is Unaudited

Highlighted cells indicate a budget amendment was made.

# 2022 City Commission of Arkansas City Meetings

## JANUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## FEBRUARY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

## MARCH

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## APRIL

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## MAY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## JUNE

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## JULY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## AUGUST

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## SEPTEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## OCTOBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## NOVEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## DECEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

KEY:

1st meeting of the month

2nd meeting of the month

National Night Out (traditionally a light agenda)

Study session

Holiday conflict

Annual reorganization meeting (moved to Monday from 1st Tuesday)

Land Bank Board of Trustees meeting (precedes regular meeting)

Public Building Commission meeting (precedes regular meeting)

# 2022