CITY OF LAFAYETTE

Board of Public Works and Safety
Lafayette City Hall: Common Council Chambers
Caucus is Tuesday at 8:30AM in Board of Works room

Meeting: February 25, 2020

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

a. February 18, 2020

Documents:

02182020.pdf

BID OPENING

a. 2019 CDBG Curb, Sidewalk, Drive Approach And Ramp Replacement Project

b. Columbian Park Pond Dredging (Rebid)

c. Sodium Hypochlorite, Sodium Bisulfite, Ferric Chloride, Hydrochloric Acid And Buffered Muriatic Acid

BIDS UNDER ADVISEMENT

a. Teal Road Water Main Relocation

OLD BUSINESS

a. Special Event Request-Assumption Pilgrimage (Tabled 2/18/2020)

NEW BUSINESS

Engineering

a. Certificate Of Completion-2019 Beck Lane Concrete And Resurfacing Project

Documents:

Certificate of Completion-Beck Lane Concrete and Reurface Project.pdf

Lafayette Renew

a. Permission To Advertise-S. 30th Street Drainage Improvements Project

Documents:

Permission to Advertise-S. 30th Street.pdf

Human Resources

a. 2020 City Of Lafayette Employee Handbook

Documents:

2020 Employee Handbook.pdf

CLAIMS

MISCELLANEOUS

a. Special Event Request-Purdue Boilermaker Half Marathon

Documents:

Purdue Half Marathon.pdf

A list of all permits issued for the preceding week is available at http://www.lafayette.in.gov/DocumentCenter/Index/375

BOARD OF PUBLIC WORKS AND SAFETY
MINUTES
February 18, 2020

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, February 18, 2020 at 9:00 a.m. in the Common Council Chambers. Members present were: Gary Henriott, Amy Moulton, and Norm Childress, Cindy Murray and Ron Shriner

Jacque Chosnek, 1st Deputy City Attorney, was also present.

President Henriott called the meeting to order.

The Pledge of Allegiance was given to the flag of our Country.

MINUTES

Mrs. Moulton moved for approval of the minutes from the February 11, 2020 regular meeting. Mrs. Murray seconded. Passed.

BIDS UNDER ADVISEMENT

Teal Road Water Main Relocation

President Henriott stated that this will remain under advisement.

NEW BUSINESS

Engineering

Change Order #2-Haggerty Resurfacing and Widening

Jeromy Grenard, Public Works Director, presented to the Board and recommended approval of Change Order #2 for the Haggerty Lane Resurfacing and Widening Project. The change order is an increase in the amount of $2,375.00 which brings the revised contract amount to $2,139,126.00. The change order includes the lower signal span to 15' clearance to increase distance from high-voltage power line. Mr. Childress moved for approval. Mrs. Moulton seconded. Passed.

Recommendation for Award-N. 36th Street Roadway Improvements, Phase 1

Mr. Grenard presented to the Board and recommended approval of a Recommendation of Award for the N. 36th Street Roadway Improvements, Phase I with Rieth-Riley in the amount of $897,124.90. Mr. Shriner moved for approval. Mrs. Moulton seconded. Passed.

Contract-N. 36th Street Roadway Improvements, Phase 1

Mr. Grenard presented to the Board and recommended approval of a Contract for the N. 36th Street Roadway Improvements, Phase I with Rieth-Riley in the amount of $897,124.90. Mr. Shriner moved for approval. Mrs. Murray seconded. Passed.

Notice to Proceed-N. 36th Street Roadway Improvements, Phase 1

Mr. Grenard presented to the Board and recommended approval of the Notice to Proceed for the N. 36th Street Roadway Improvement, Phase I effective today February 18, 2020. Mr. Childress moved for approval. Mrs. Moulton seconded. Passed.

Recommendation for Award-N. 19th Street, Underwood Street and Old US 231 Resurface Project

Mr. Grenard presented to the Board and recommended approval of a Recommendation for Award for the N. 19th Street, Underwood Street and Old US 231 Resurface Project with Milestone Contractors in the amount of $894,345.50. Mr. Childress moved for approval. Mrs. Moulton seconded. Passed.

Contract- N. 19th Street, Underwood Street and Old US 231 Resurface Project

Mr. Grenard presented to the Board and recommended approval of a Contract for the N. 19th Street, Underwood Street and Old US 231 Resurface Project with Milestone Contractors in the amount of $894,345.50. Mrs. Murray moved for approval. Mrs. Moulton seconded. Passed.

Notice to Proceed- N. 19th Street, Underwood Street and Old US 231 Resurface Project

Mr. Grenard presented to the Board and recommended approval of a Notice to Proceed for the N. 19th Street, Underwood Street and Old US 231 Resurface Project effective today February 18, 2020. Mr. Shriner moved for approval. Mr. Childress seconded. Passed.

Economic Development

Addendum #2-Lease Agreement Purdue Block

Dennis Carson, Economic Development Director, presented to the Board and recommended approval of Addendum #3 for the Lease Agreement with the Purdue Block Redevelopment LLC/Doug Cooper and the City of Lafayette for land that is behind the John Purdue Block, which was formally Railroad Relocation land that is now a parking lot. This lease is for a 10-year period. Mrs. Moulton moved for approval. Mrs. Murray seconded. Passed.

Demolition of a Historic Structure-1108 S. 4th Street

John Collier, Economic Development, presented to the Board and recommended approval of a Historic Demolition Permit for 1108 S. 4th Street Garage Only. Mr. Collier stated that because the property is listed in the Tippecanoe County Interim Report of Historic Structures, a notice to Dann Keiser was submitted. Mr. Keiser reviewed the project and determined that the loss of the garage would not adversely affect the character of the historic neighborhood. Mr. Keiser recommended waiving the 60-day waiting period. Mr. Childress moved for approval of waiving the 60-day waiting period. Mrs. Murray seconded. Passed.

CLAIMS

Jeremy Diehl, Deputy Controller, presented for Board approval, Claims in the amount of $3,837,932.13. President Henriott asked if there were any further questions and there were none. Mrs. Moulton moved for approval. Mr. Shriner seconded. Passed.

MISCELLANEOUS

Special Event Request-Assumption Pilgrimage-St. Boniface Catholic Church

President Henriott recommended tabling this item until more information is provided. Mr. Childress moved to table this item. Mrs. Moulton seconded. Tabled.

Special Event Request-Hunger Hike

President Henriott presented to the Board and recommended approval of a Special Event Request for Hunger Hike to be held on September 20, 2020 from 12noon-3:30pm at Riehle Plaza and the John T. Myers Bridge. Mr. Shriner moved for approval. Mr. Childress seconded. Passed.

Taxi Cab Permit

Police Chief, Patrick Flannelly, presented to the Board and recommended denial of a Taxi Cab Permit application for Jeffrey W. Davis. Chief Flannelly stated that after review of this application he would like to reject/deny the permit. Mr. Childress moved for denial. Mrs. Moulton seconded. Passed.

Time: 9:10 a.m.

BOARD OF PUBLIC WORKS AND SAFETY
Gary Henriott s/s
President

ATTEST: Mindy Miller s/s
Mindy Miller, 1st Deputy Clerk

Minutes written by Sue Scott, Deputy Clerk
*A digital audio recording of this meeting is available in the Lafayette City Clerk's Office or online at http://www.lafayette.in.gov/agendacenter.
**A list of all permits issued for the preceding week is available at http://www.lafayette.in.gov/DocumentCenter/Index/375

CERTIFICATE OF COMPLETION, FINAL WAIVER OF LIEN AND GUARANTEE

To: Board of Public Works & Safety
City of Lafayette, Indiana

Re: Certificate of Completion

Contract Dated: **July 30, 2019**

Project: **2019 Beck Lane Concrete and Resurfacing Project**

STATE OF INDIANA }
}
COUNTY OF TIPPECANOE }

Rieth-Riley Construction Co., Inc., first being duly sworn upon his oath, deposes and says that he is as an officer of said corporation and for and on behalf of the same and that he has full knowledge of the facts contained.

Affiant further says that the undersigned **Rieth-Riley Construction Co., Inc.**, contractors for the construction of:

2019 Beck Lane Concrete and Resurfacing Project

Pursuant to the contract dated the **30th** of **July**, 20**19**, does hereby certify that:

1. All bills for materials, equipment and labor, and all claims for work performed by subcontractors have been fully paid, and

2. They waive and release any and every lien, or claim, or right of lien on said project and premises on account of labor skill machinery, or all, furnished to CITY OF LAFAYETTE by the undersigned for said construction, and

3. They guarantee that all work is executed in strict accordance with the specifications and contract drawings, including any changes or alterations authorized in writing. That should any defect appear within the warranty period, as specified, due to faulty materials or workmanship furnished in the performance of the contract, for which payment is herein acknowledged, the said undersigned will, in accordance with the specifications, repair and remedy said defects without expense to the Owner when notified to do so, and

4. The total and final amount for the work constructed under said contract is

$ 667,612.08. The warranty period begins as of **February 18, 2020**.

Executed at Lafayette, IN, this **18th** day of **February**, 20**20**.

Contractor: _____

By: _____

Title: _____

STATE OF INDIANA }
}
COUNTY OF TIPPECANOE }

Above Certificate of Completion sworn to and subscribed to before me, a Notary Public, this _____ day of _____, 20**20**.

Attest: _____
Notary Public

My Commission Expires:
_____

Recommended for approval and acceptance this **18th** day of **February**, 20**20**.

Signed: _____

By: Jeromy L. Grenard, PE
City Engineer / Public Works Director

Approved by the Board of Public Works and Safety on the **18th** day of **February**, 20**20**.

_____
Gary Henriott, President

_____
Norm Childress, member

_____
Dawn Ross, member

_____
Cindy Murray, member

_____
Ron Shriner, member

ATTEST:

_____
Mindy Miller, 1st Deputy Clerk

Date: _____

CITY OF
LAFAYETTE

February 19, 2020

Board of Public Works & Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Dear Board Members,

Lafayette Renew is requesting permission to advertise for the South 30th Street Drainage Improvement Project. This Project will address chronic drainage concerns including significant street flooding in this project area. Major components of this Project include:

- Approximately 2000 lineal feet of new storm sewer
- A new 30th Street Detention Basin with a footprint of approximately 1.6 acres.
- Clearing and regrading for a large portion of the Apache Ditch
- Additional storm inlets throughout the project area
- Additional regrading within the project area to improve storm water flows

The advertisement will be published February 28 and March 6, 2020 with a Pre-Bid Conference held on March 9, 2020. Bids will be opened for this project on March 24, 2020.

Respectfully,

Brad W. Talley
Superintendent
Lafayette Renew

LAFAYETTE RENEW
WATER · ENVIRONMENT · COMMUNITY
1700 Wabash Avenue Lafayette, Indiana 47909 p 765.807.1800

SECTION 00100

NOTICE TO BIDDERS

Sealed proposals for the construction (including all labor, materials and equipment) of the

South 30th Street Drainage Improvements Project

will be received by the City of Lafayette, Indiana, at the office of the City Clerk, City Hall, 20 North Sixth Street, Lafayette, Indiana 47901, until **9:00 am.**, on **March 24, 2020** at which time Bids will be publicly opened and read aloud. Any bids received later than the above time will be returned to the Bidder unopened. No oral, telephoned, telegraphed, faxed, or emailed bids or changes to bids will be considered.

The general description of work for which proposals are to be received consists of:

All work as shown in the
South 30th Street Drainage Improvements Project
Plans and Specifications

Work shall be in accordance with the Bidding Documents, including the Specifications and the Construction Drawings.

Bids shall be properly and completely executed on Form No. 96 (Revised 2013, as prescribed by the Indiana State Board of Accounts), accompanied by the Project Bid Proposal Form. Bidder's financial statement required therein shall reflect conditions not more than four (4) months prior to date of bids. Bids shall be accompanied by an acceptable Cashier's Check or satisfactory bond by an incorporated surety company in good standing and qualified to do business in the State of Indiana, in an amount of not less than five (5) percent of said bid. The deposit is for the purpose of insuring the execution of the contract for which said bid is made.

Bidder's Federal I.D. number must be shown on Page 1 of Form 96 under the "Oath and Affirmation" section.

The Contractor to whom work is awarded will be required to furnish a Performance Bond and a Labor & Materials Payment Bond, acceptable by the City of Lafayette, Indiana, in the amount of one hundred (100) percent of the contract price.

No Bidder may withdraw his proposal within a period of ninety (90) days following the date set for receiving bids. The City of Lafayette, Indiana, reserves the right to retain any and all bids for a period of not more than ninety (90) days and said bids shall be and remain valid and in full force and effect during said time. The City of Lafayette, Indiana, further reserves the right to waive informalities and to award the contract to any Bidder or Bidders, all to the advantage of the City of Lafayette, Indiana, or to reject all bids.

Copies of the Drawings and Specifications for the work are on file (for viewing purposes only) at the Engineer's office, Shrewsberry & Associates, 7321 Shadeland Station, Suite 160, Indianapolis, Indiana 46256, Telephone (317) 841-4799. All copies are distributed to Contractors and other interested parties by Repro Graphix, Inc. (www.reprographix.com) for a non-refundable fee. A complete digital set of bidding documents is available for $150. A complete hard copy set of bidding documents is available for $250.

An up-to-date Planholders List may be viewed at https://eplanroom.reprographix.com/

A Pre-Bid Conference will be held at 3:00 PM (local time) on Monday, March 9, 2020 at the Lafayette Renew Facility, 1700 Wabash Avenue, Lafayette, Indiana. Bidders are encouraged to attend the Pre-Bid Conference.

Approved by the Board of Public Works and Safety on the ____ day of _____, **2020**

_____
Gary Henriott, President

_____
Norm Childress, member

_____
Cindy Murray, member

_____
Amy Moulton, member

_____
Ron Shriner, member

ATTEST:

_____
Mindy Miller, 1st Deputy Clerk

Date: _____

Publish: **February 28, 2020**
March 6, 2020

END OF SECTION

MEMORANDUM

To: Board of Public Works and Safety (Board)
Gary Henriott, President, Norm Childress, Amy Moutlon, Cindy Murray, and Ron Shriner

From: City of Lafayette Human Resources Department, Kim Meyer-HR Director and Amber Schaefer-Assistant HR Director

Re: City of Lafayette Employee Handbook

Date: January 29, 2020

Cc: Mayor Roswarski
Jacque Chosnek, Deputy City Attorney

The City of Lafayette (City) Human Resources' department is proposing the 2016 Employee Handbook be replaced with a new employee handbook effective March 1, 2020. This memorandum provides a summary of the changes in the proposed new handbook.

Our goal with the new employee handbook is to provide general overall policy and guidance, especially where the City is required by law to follow certain employment practices, i.e. the Family Medical Leave Act or sexual harassment. Once overall guidance is provided, each department is then required to establish more detailed policies to meet its individual business needs. For example, the dress code for each department can be different depending on its business needs and safety requirements and call-in practices can vary.

The new handbook has received input from and been reviewed by the Mayor, various departments (the Controller's office and IT department), the departments' administrative assistants and outside counsel.

Amber Schaefer and I would be happy to meet with the Board at its convenience to discuss the new handbook.

The new handbook contains the following changes:

1. General formatting and grammar updates and corrections.
2. Updated Organization Chart on Page 6
    a. Deputy Controller changed from "Appointed by Mayor" to "Not Appointed"
    b. Facilities changed to "Facilities Director" and reports to the Mayor rather than the Director of Operations
    c. Add Parking Operations Manager who reports to the Mayor
3. In Section 7, under "Holidays" clarification was added for Floating Holidays.

a. "If you are hired on or before June 30 of the year of hire, you are eligible for three floating holidays. You must use these floating holidays on or before December 31 of the year of hire or your floating holidays will be forfeited."
b. If your hire date is on or after July 1 of the year of hire, you are not eligible for floating holidays during your year of hire. On January 1 of each following year, you will accrue three floating holidays.

4. Updated the Overtime Policy on Page 33 to include:
    a. "Additionally, exempt employees must adhere to the following guidelines:
        i. A department head is not eligible to earn compensatory time.
        ii. An exempt employee may accrue compensatory time to a maximum of 80 hours. Your manager or supervisor is responsible for approving the accrual and use of your compensatory time. At the manager or supervisor's discretion, your work schedule may be adjusted during a workweek to require the use of your accrued, unused compensatory time.
        iii. Your earned compensatory time must be reported and recorded in the City of Lafayette's regular time keeping and payroll system. The use of other compensatory time reports and record keeping methods will not be recognized as accrued, unused compensatory time.
        iv. You are not paid for accrued, unused compensatory time upon your termination of employment."

CITY OF LAFAYETTE

City of Lafayette

EMPLOYEE HANDBOOK

THIS HANDBOOK IS FOR THE SOLE USE OF EMPLOYEES OF THE CITY OF LAFAYETTE. EMPLOYEES MUST MAINTAIN THE CONFIDENTIALITY OF THIS DOCUMENT.

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LETTER FROM THE MAYOR

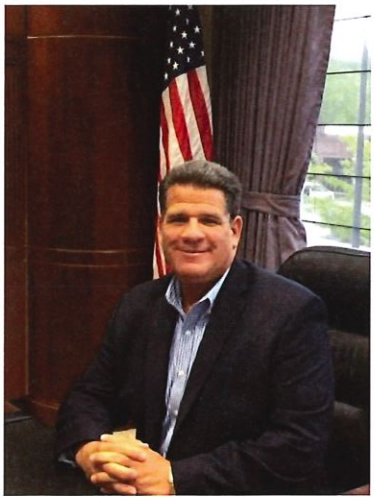
Congratulations and welcome to the City of Lafayette. You were selected to become a member of our team because we believe that you can make a valuable contribution to our success and help us serve the citizens of Lafayette.

We are delighted you have joined us. You have an important role in fulfilling the mission, growth and success of our operations.

As you go through the orientation process, please keep our mission in mind. We will do our best to help you become a productive member of the City's staff through orientation and training. Over the next few weeks, you will meet many coworkers, supervisors, managers and department heads. You should feel free to talk to them about what you need in order to successfully accomplish your new responsibilities. In addition, feel free to talk to the Human Resources department whenever questions arise.

Your personality, knowledge and individual effort create an important and lasting impression on our citizens and visitors to our community. You create an atmosphere that encourages citizens and visitors to continue to support our City. For that reason, we believe you are truly special, and we are depending on you to use your best efforts so that you are a valuable asset to the City. You create an atmosphere that encourages citizens and visitors to continue to support our City.

Again, welcome and we are looking forward to our working relationship with you.



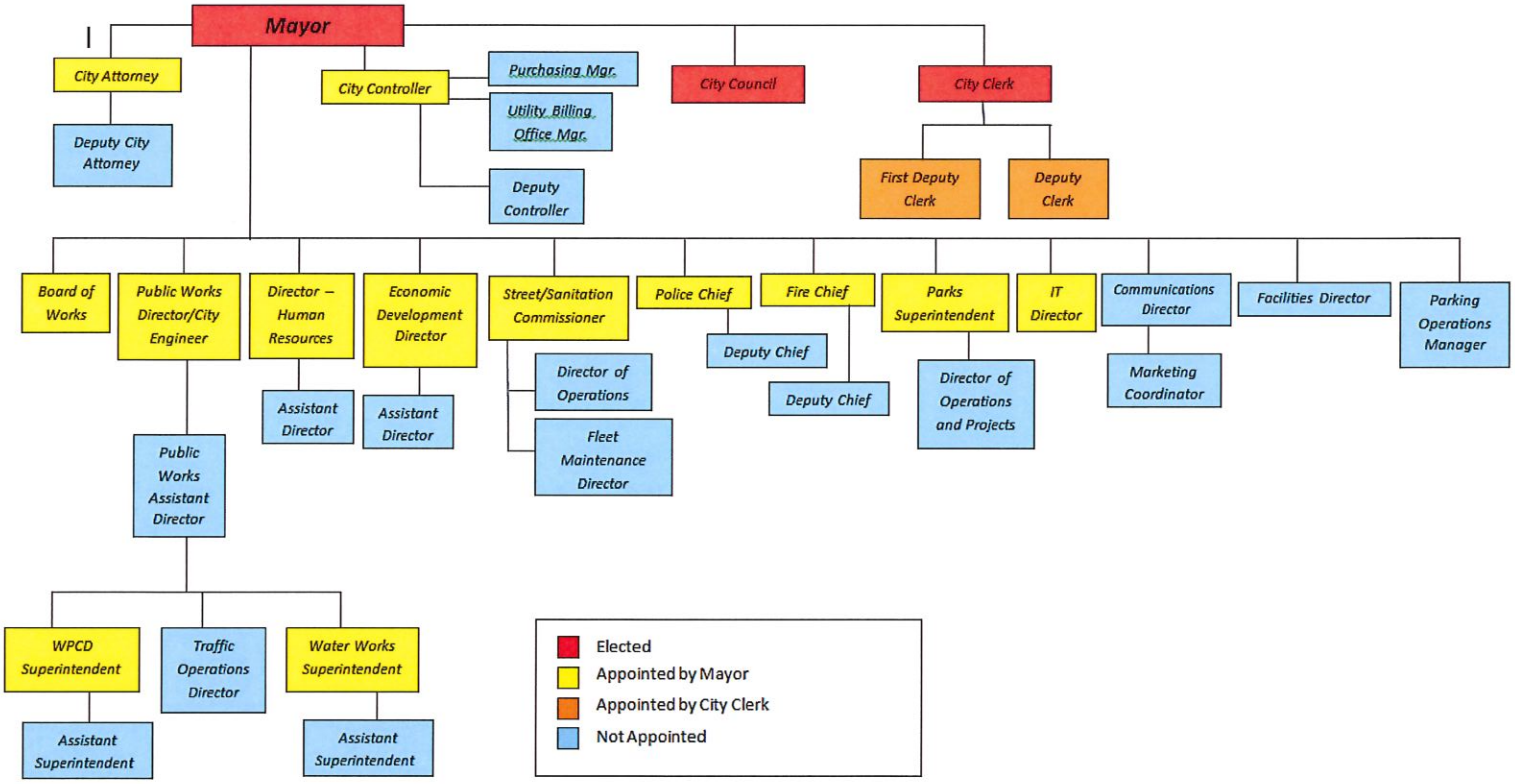
Sincerely,

Tony Roswarski

Tony Roswarski

Mayor, City of Lafayette

ORGANIZATION CHART



-SECTION 1-

GENERAL INFORMATION AND CORE PRINCIPLES

ABOUT THIS HANDBOOK

You, as an employee of the City of Lafayette (which will be referred to as "City" or "We" or "Our" throughout this handbook) have the responsibility to read this handbook and follow our policies and procedures. The handbook has been prepared to answer questions you may have on matters of general policy matters. You should read this handbook carefully and keep it for future reference. Knowing what it contains will save you time in obtaining answers to questions that may arise about City policies and practices.

This handbook is a guide to our policies and procedures. No document can possibly contain all of the policies that relate to your employment. However, this handbook will answer many, if not most, of your questions regarding employment matters.

This handbook supersedes and replaces any previous version of any City employee handbook or manual. The effective date of this handbook is January 1, 2017.

Periodically, we will make changes to the policies described in this handbook. The City may modify its policies, practices and benefits as it deems appropriate, and these changes can occur without prior notice if business needs or circumstances warrant a change. We will make efforts to inform you of changes that come about as a result of new laws, regulations or the changing demands of our operations.

As explained in the **Employee Handbook Receipt** (the last page of the handbook), this handbook is designed to give you a brief summary of our policies and procedures. While a great deal of information is included in this document, the handbook provides guidance only. Therefore, our policies and expectations are not limited to those contained in this handbook.

In addition, if we have inadvertently said or implied anything that is different from the actual provisions of benefit plan documents or in other written City policies, the actual plan documents or the other written policies will govern. Moreover, the benefits described in this handbook are described in more detail in actual benefit plan documents. In the event of a conflict between the description of a benefit program in this handbook, and the description that appears in an actual plan document, the latter shall govern in all respects.

Subject to the terms of a written agreement (Agreement) that may exist between the City and a labor organization, the employment relationship for all employees is considered to be "employment at will." Employment at will means that you are free to end your employment relationship at any time for any reason or no reason at all. Likewise, the City has the right to end the relationship at any time for any reason or no reason at all. Of course, this status does not mean that either you or the City intends to terminate the relationship. It just means that neither you nor the City are legally obligated to the other to continue the relationship for any particular length of time, or to end it only for certain reasons or upon certain procedures.

In addition, you do not have a "right" to remain at any particular work location throughout your employment. The City may assign or reassign you, with consultation of the supervisor, manager or department head at the department which is impacted.
We think it is important that you understand the precise legal nature of your employment relationship. It is our policy

that, unless otherwise expressed in a written agreement executed by the Mayor, all employment is "at will." No other person is authorized to make a spoken promise concerning employment which would change the nature of this "at will" arrangement. No oral or spoken promises should be relied upon by you.

If you have an employment contract with the City or are subject to an Agreement (see above), resignation, termination and notice of resignation or termination are controlled by the terms of the contract or Agreement. The policies set forth in this handbook will apply to you, to the extent there is no conflict with the employment contract or Agreement.

In addition to the above, this handbook is not a contract or a guarantee of employment or employment for any fixed period of time. Moreover, the handbook is not an offer, statement or confirmation of any guaranteed terms or conditions of employment. Nothing in this handbook is to be construed as an express or implied contract of employment. As stated above, the terms and provisions of any employment policy, whether or not described in this handbook, may be unilaterally changed by the City at any time without notice and without any written revision of this handbook or distribution to you.

The City maintains the sole authority to establish, interpret, and administer policies and direct the operations of the departments under its jurisdiction. Specifically, the City may, but is not limited to do, the following:

- Determine the City's goals, objectives, programs and services and to utilize employees in a manner designed to effectively and efficiently meet these purposes;
- Manage through implementation, enforcement, amendment, deletion or revision of policies, procedures, rules, regulations and directives;
- Control the efficiency of operations through organization or reorganization of work methods or procedures; layoff or recall of employees due to operational or financial needs; and improvement in work methods, equipment, machinery and facilities;
- Direct the work force through the determination of its size and number by elimination, merging or otherwise modifying positions; manage and direct employees, including the right to select, hire, promote, transfer, assign, evaluate, supervise, layoff, recall, reprimand, suspend, or discharge;
- Determine when a job vacancy exists, the duties to be included in each job classification, and the standards of quality, productivity and performance to be maintained;
- Determine the methods, means, equipment, materials and processes for the accomplishment of work;
- Set departmental goals, objectives, programs, services and work to be performed and to utilize personnel in a manner designed to meet these purposes and improve productivity;
- Determine the hours of work, work schedules and to establish work rules, policies and procedures for all employees;
- Determine and implement necessary actions in emergency situations;
- Implement and enforce workplace rules on safety;
- Exercise complete control and discretion over the budget, organizational structure and method of performing the work required; and
- Maintain the security of records and other pertinent information.

EQUAL EMPLOYMENT OPPORTUNITY

One of the City's core principles is to operate at all times as an Equal Opportunity Employer. This principle means that we will provide you, regardless of race, color, religion, gender (including pregnancy), sexual orientation, national origin, ancestry, physical or mental disability, familial status, age, genetic information, veteran status, gender identity or other legally-protected status with the opportunity to make your maximum contribution to the growth and success of the City. Discrimination on the basis of any of the above categories is prohibited.

In addition to prohibiting workplace discrimination, the City strictly prohibits any form of retaliation. Retaliation means treating you adversely because you reported a violation of this policy or participated in an investigation or any matter

relating to this policy. We will not tolerate this conduct. Examples of retaliation include modifying work hours or changing your duties in an adverse manner, completing an unfair performance evaluation, demoting, failing to promote or recommending your termination.

To comply with applicable laws ensuring equal employment opportunities for a qualified individual with a disability, we will make a reasonable accommodation for you if you have a disability. If you have a disability and believe that a work-related accommodation would allow you to better perform the essential functions of your position, you should contact Human Resources so that we can schedule an interactive dialogue with you. When you contact Human Resources it is helpful to place your accommodation request in writing and to include a detailed description of the specific accommodation that you are seeking. With the assistance of Human Resources, we will then engage in a timely and good faith interactive process with you to discuss the requested accommodation. As appropriate, your supervisor, manager or department head will also be involved in this process so that a fully informed decision can be made. Generally, a reasonable accommodation will be made in an appropriate case when it does not create either an undue hardship on the City or a confirmed safety threat for you or others. The City will determine what kind of accommodation is appropriate and reasonable under the circumstances.

If you believe that this Equal Employment Opportunity policy has been violated, we ask that you provide a report regarding the violation to your supervisor or manager and Human Resources. We want the report to go to all of these individuals so that we can ensure that it is handled properly and in a timely manner. While you can make a report verbally, it is always preferable to provide your report in writing so that we have all of the details. You should also confirm Human Resources' receipt of the report. If your report involves one of the above-named individuals, you may direct your report to the other individuals if you desire. Your report should be specific and include the names of the individual(s) involved, witnesses, dates and other relevant information. We will promptly undertake an effective, thorough and objective investigation of the matter.

If it is determined that a violation of this policy has occurred, effective and appropriate remedial action will be taken. This action may include disciplinary action, up to and including termination of employment, of any individual found to be in violation of this policy.

IMMIGRATION LAW COMPLIANCE

The City employs individuals who are lawfully authorized to work in the United States. We do not unlawfully discriminate on the basis of citizenship or national origin. We expect you to respect the rights that a foreign-born individual obtained when he or she achieved authorization and the privilege to work in this country.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. If you are rehired, you must also complete the form if you have not completed an I-9 with the City within the past three years, or if your previous I-9 is no longer retained or valid. The City participates in E-Verify, an electronic program through the US Department of Homeland Security, to verify your employment eligibility after hire.

RESIDENCY REQUIREMENT

The City requires a department head to reside in Tippecanoe County. If a department head does not reside in Tippecanoe County on the date of hire, he or she has six months from the date of hire to relocate. If a department head fails to relocate his or her primary residence within this period of time it will result in the termination of his or her employment with the City.
An employee who is not a department head must reside in Tippecanoe county or a surrounding county. Surrounding counties are the following: Benton, Carroll, Clinton, Fountain, Montgomery, Warren and White.

This residency requirement may be waived or modified at the Mayor's sole discretion.

-SECTION 2-

WORKING TOGETHER AND OUR RESPONSIBILITIES TO OUR CITIZENS

COMMUNICATIONS

Our ability to operate successfully depends in large part on your knowledge and understanding of what is going on at the City. The world is dynamic and always in the midst of some change, and the City must react to these changes in a timely and effective manner. You will be kept up to date on operational activities and other events occurring within your department and elsewhere. Please read bulletin boards, e-mails, and other internal communications.

As we all know, communication is a two-way street. It is equally important that you benefit the City by sharing your ideas and suggestions. There are always improvements that can be made to our processes, and we highly value suggestions that improve our ability to serve our citizens. Making thoughtful suggestions reflects your interest in our goals and objectives. Your supervisor, manager and department head are key to our communications process and you should feel free to provide your suggestions to them.

PROBLEM RESOLUTION AND OPEN DOOR POLICY

A pleasant work environment is important to all of us. Achieving and maintaining that kind of environment depends on developing and maintaining open relationships that are based on mutual respect and understanding. We recognize that you may periodically have a need to voice your opinion about a matter that concerns you. You should feel free to raise any questions or voice concerns that affect your work.

If you have a problem or concern relating to work and you want to seek a solution, it is generally not effective to resort to complaining to coworkers. Your coworkers are typically not going to be in a position to resolve the issue and this activity can be disruptive and create a negative atmosphere. You are encouraged to go to your supervisor or manager to seek resolution of any issue. Most problems are easily resolved by raising them appropriately and in a timely manner.

If you are unable to resolve your problem or concern through these regular channels, or if you have a strong personal or confidential reason for not presenting the issue to your supervisor or manager, you should feel free to contact your department head. In addition, Human Resources is always available to help resolve a work-related problem or issue.

We believe that the work conditions, wages, and benefits that we offer to our employees are competitive with those offered by other employers and municipalities in our area. If you have any concerns about work conditions or compensation matters, we encourage you to discuss them openly and directly with your supervisor or manager, or with Human Resources.

We cannot guarantee that your concern will be resolved to your satisfaction, but we can guarantee that your concerns will be heard, properly reviewed and acted upon based on the particular circumstances surrounding your issue. We will continue to provide all employees with an avenue for individual communication without fear of retaliation.

YOU AND OUR HUMAN RESOURCES DEPARTMENT

Your contact with the Human Resources department does not end when you are hired. The department is here to serve your needs and is always available to assist you in any way possible. Our purpose is to ensure that you are informed of changes in our policies and procedures and that you have the opportunity to participate in all the programs and benefits that are available to you. Members of the department will do what is possible to assist you in finding the

answers to your questions and concerns about the City and its policies.

To do its job properly, we need help from you. Please keep your department pay clerk and the Human Resources department informed of any changes in:

- your name;
- your address;
- your telephone number;
- the number of and names of your dependents;
- your marital status;
- emergency contacts; and
- your designated beneficiaries for insurance and other benefits.

This information is needed to properly compute your tax deductions, maintain our tax records, better administer your benefits programs and make sure you receive mail that the City may need to send you. You can be assured that we will maintain this information in a confidential manner and will not disclose it unless we are required by law or authorized by you to do so.

Please feel free to contact Human Resources with any concerns or questions you may have about the City. The department and its members are here to work with you.

OUR CITIZENS' EXPECTATIONS

We provide our citizens with professional and valuable services. We consider citizen satisfaction to be our #1 goal. Citizens should be treated with courtesy and friendliness at all times. Your appearance and conduct is important in demonstrating to our citizens that we care about their welfare. Please do not treat any citizen or visitor to our City as you would not want others to treat you.

As an employee of the City, you should keep in mind our expectation is that our citizens will always come first. Every action you take should display your commitment, whether it is a professional, pleasant, helpful and understanding voice on the phone, always giving our citizens correct information, or finding out the correct information and then following up with the citizen in a timely manner. Little things you do can help build our relationships with our citizens. A smile goes a long way, as do expressions of welcome and thanks.

Our success has been built on never losing sight that caring for our citizens is our first priority.

CONFIDENTIAL INFORMATION

If you have access to employee information, you must keep this information confidential and, in particular, handle any employee medical information in a manner consistent with the City's obligations under the Americans with Disabilities Act and HIPAA. No medical information about any employee should ever be disclosed by one employee to another unless there is an identifiable need for another person to possess the information.

Confidential information about the City should never be discussed with an individual outside of the City or in locations or circumstances where the information may be overheard by individuals who are not in a "need-to-know" position with the City.

Confidential data that is no longer needed may be disposed of only by shredding or otherwise taking steps to ensure that the confidential information to be discarded is destroyed. Documents should be shredded pursuant to IC 5-15-6. Questions about the City's retention schedule should be directed to the Controller's Office.

The duty of confidentiality also extends to financial records, service records, vendor lists, and other proprietary

information about the City, and any of our related entities and vendors.

Your duty of confidentiality extends beyond your employment relationship with the City. Therefore, confidential information must not be disclosed at any time, even after you leave your employment with the City.

ETHICS AND CONFLICTS OF INTEREST

You have an obligation to deal honestly, fairly and in good faith in all matters concerning the City. You should not use your position, or knowledge gained in your position, in a way that a conflict might arise between the interests of you and the City. In addition, you should take care to avoid even the appearance of a conflict of interest.

An actual or potential conflict of interest occurs when you are in a position to influence or make a business decision that may result, or appear to result, in a personal gain for you (or for your relative). Personal gain may result, or appear to result, not only in cases where you or your relative has a significant ownership in a firm or company with which the City does business, but also when you or your relative receives any kickback, bribe, gift or special consideration as a result of any transaction or business dealings involving the City. For the purposes of this policy, a relative is any person who is related by blood or marriage, whose relationship with you is similar to that of persons who are related by blood or marriage, or is a member of your household.

Although it is recognized that some duality of interest may exist from time to time, this duality will not be permitted to adversely influence the decision-making process of the City. Consequently, you must promptly disclose in writing the possible existence of a conflict of interest to the Human Resources department. A full disclosure of all facts pertaining to any conflict of interest must be made before completing the transaction, on a form provided for this purpose.

Although not an exclusive list, the following are some examples of violations of this policy that may result in disciplinary action, up to and including termination of employment:

1. Improperly acting on City business-You do not disqualify yourself from action or decisions relating to City business where you or a "related person or entity" has an economic interest or may derive a profit

"Related person or entity" for purposes of this policy means "a relative, an outside private company in which you or a relative has any ownership or economic interest, or a relative's employer."

"Relative," for purposes of this Policy, means any of the following: spouse; parent or step-parent; child or step-child; brother, sister, step-brother or step-sister; niece or nephew; aunt or uncle; daughter-in-law and son-in-law. In addition, an adopted child of an individual is treated as a natural child of the individual and the terms "brother" and "sister" include a brother or sister, or both, by half-blood.

2. Improperly using your official position-You use or permit the use of City funds, property or a City employee for your or a related person or entity's private benefit.

3. Use of improper influence-You, except in the usual course of official and customary duties, assist a person or entity in a transaction which appears to be enhanced or influenced in any manner by your position.

4. Certain financial transactions-You influence or attempt to influence the City's selection of or conduct of business with a person or entity in which you or a related person or entity has a financial or material interest, or both.

5. Receiving a gift, loan or other item of value to obtain influence- You accept, solicit or receive a gift loan or anything of value where it would appear that this action occurred with the intent or desire to influence you in your official capacity.

6. Use of privileged or confidential information-You use privileged or confidential information relating to

the City for your own or a related person's or entity's gain or profit.

POLITICAL ACTIVITY

You may not use your City position, equipment or time during normal work hours to campaign for or against a political candidate or a proposition to be considered by the electorate in a referendum.

You may participate in political activities outside your normal working hours.

ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE

Another core principle of the City is to provide a work environment that encourages mutual respect and that is free of unlawful harassment. We strongly condemn any form of employment-related harassment.

Prohibited harassment includes, but is not limited to, the following: harassment based on race, color, religion, gender (including pregnancy), sexual orientation, national origin, ancestry, physical or mental disability, familial status, age, genetic information, veteran status, gender identity, or other legally-protected status or protected activity (i.e., opposition to prohibited discrimination or participation in the statutory complaint process).

This policy supports our harassment-free workplace by:

- raising the subject of sexual and other harassment;
- expressing strong disapproval against these actions;
- identifying a complaint procedure where you have the right to report harassment issues;
- establishing an investigative procedure for the alleged misconduct; and
- providing for an effective and appropriate response to the conduct, including sanctions against violators of this policy.

We are also committed to ensuring that you are not subjected to harassment by non-employees. Accordingly, this policy applies to management, non-management employees, citizens, vendors and any others with whom we have a relationship.

Sexual and other harassment is a form of misconduct that undermines the integrity of the employment relationship. Harassment is not only offensive, but also harms morale and interferes with our effectiveness and our ability to fulfill our responsibilities to our citizens and our employees. You must be allowed to work in an environment free from unsolicited and unwelcome sexual overtones and harassment in any form.

Sexual harassment, for purposes of this policy, is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- submission to the conduct is made either explicitly or implicitly a term or condition of your employment;
- submission to or rejection of the conduct by you is used as the basis for employment decisions affecting you; or
- the conduct has the purpose or effect of unreasonably interfering with your work performance or creating a hostile, intimidating or offensive working environment.

Sexual harassment does not mean occasional compliments of a socially acceptable nature. However, harassment does include, but is not limited to, actions such as:

- verbal "kidding,"" innuendo or abuse directed at the employee's race, color, religion, national origin, age, disability, gender or other legally protected categories;

- photographs, drawings, e-mail, video clips or graffiti highlighting the issue of race, color, religion, national origin, age, disability, gender or other legally protected categories;
- possession, display or distribution of e-mails, photos, drawings or objects of a sexual nature;
- subtle or overt pressure for sexual activity;
- inappropriate physical conduct such as patting, pinching or constant brushing against another's body;
- explicit demands for sexual favors, whether or not accompanied by implied or overt promises of preferential treatment or threats concerning your employment status;
- implied or overt promises of preferential treatment or threats concerning an individual's employment status, race, color, religion, national origin, age, disability, gender, genetic information or other legally protected categories;
- offensive sexual flirtations, advances or propositions;
- conduct (even if outside work) that could have a negative effect on the work environment, such as sexually explicit texts or voice mail; and
- any other offensive, hostile, intimidating or abusive conduct of a sexual nature, including any form of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser.

In addition, you should be aware that inappropriate behavior in violation of this policy is prohibited, whether or not it occurs during the normal work day or at work. For example, the policy is applicable at private functions you attend. Inappropriate interactions at these functions can affect workplace relationships in a manner that is not consistent with the City's core principles.

We have adopted a complaint procedure that assures a prompt, thorough and impartial investigation of all complaints, followed by swift and appropriate corrective action where warranted. We encourage you to report harassment and other inappropriate conduct before it becomes severe. While not all incidents of harassment violate the law, we intend to prevent and correct harassment and other inappropriate conduct before it rises to the level of a violation of law.

If you believe you have been a victim of some form of sexual or other harassment or other inappropriate conduct or behavior (or you have witnessed that conduct) you should immediately report the incident to your supervisor or manager <u>and</u> Human Resources. We want the report to go to all of these individuals so that we can ensure that it is handled properly. It is always preferable to provide your report in writing so that we have all of the details. You should also confirm Human Resources' receipt of the report. If the report involves one of the above-named individuals, you may direct your report to the other individuals if you desire. Your report should be specific and include the names of the individual(s) involved, witnesses, dates, and other relevant information. We will promptly undertake an effective, thorough and objective investigation of the matter.

This complaint procedure should be followed in all cases, whether or not the alleged harasser is you or a third party (including, but not limited to, any City contractor, vendor or citizen).

The complaint and information collected during an investigation will be kept confidential and will not be disclosed unnecessarily or to persons not involved directly in conducting the investigation and determining what action, if any, to take in response to the complaint. It is important to understand that complete confidentiality cannot be guaranteed because an effective investigation usually requires disclosing certain information to the alleged harasser and potential witnesses so that they can be given an opportunity to fully respond to the report and provide any relevant information.

An individual who is involved with the investigation should maintain confidentiality to the extent possible. Our review of the matter will be fair and impartial. Additionally, under no circumstances will we permit the individual who conducts the investigation to be subject to the supervisory authority of the alleged harasser.

You are accountable for the effective administration of this policy. If a supervisor, manager or any member of City management is advised of an alleged violation of this policy, or if you independently observe conduct which may be prohibited by this policy, you must immediately report the matter to Human Resources so that an appropriate investigation can be initiated.

The question of whether a particular action, incident or relationship is purely personal and social and without a discriminatory or harassing effect or impact will require a determination based on all of the facts in the particular matter.

Anyone who makes a complaint should do so only after serious consideration of the matter and the effect that a complaint may have on others. We encourage you to make a report of a violation of this policy when you believe it is appropriate to do so. In addition, you will not be subject to adverse treatment because you report a violation of this policy or are involved in an investigation.

If, following a complaint of sexual or other harassment, the investigation reveals that some act of sexual or other harassment, or other inappropriate conduct or behavior has occurred, prompt and appropriate corrective action will be taken. The parties will be informed of the City's determination. If no determination can be made because the evidence is inconclusive, the parties will be informed of this result and other preventive measures may be taken, such as training or monitoring.

If you engage in conduct that is prohibited by this policy you will be subject to disciplinary action, up to and including termination of employment. If the offender is not a City employee (i.e., a contractor, vendor, citizen or other individual), we will take reasonable measures to the extent we can exercise any control over the problem.

It is not the purpose of this policy to intrude upon your personal life or to interfere in acceptable social relationships. However, sexual and other harassment have absolutely no place at the City and will not be tolerated.

Please keep in mind that our goal is to maintain a pleasant work atmosphere by ensuring that all employees are treated with mutual consideration, dignity and respect.

WORKPLACE BULLYING

The City does not tolerate bullying behavior by employees, management, citizens, contractors or vendors. Our employees are entitled to be treated with respect and fairness. An employee who violates this policy will be subject to disciplinary action, up to and including termination of employment.

For purposes of this policy, bullying includes:

- Verbal bullying, including slandering or ridiculing an employee or his or her family, persistent name calling or gossiping which is hurtful, insulting or humiliating, making the employee the target of jokes, yelling and abusive or offensive remarks.
- Physical bullying, which includes pushing, shoving, kicking, poking, tripping, assault or threatened assault, and damaging the person's work area or possessions.
- Gesture bullying, which includes non-verbal threatening or obscene gestures or glances.
- Intentional exclusion, which includes repeatedly excluding or disregarding a person intentionally in work-related activities.

An employee is encouraged to report bullying and other inappropriate conduct before it becomes severe or pervasive. If you believe that you have been a victim of bullying or other inappropriate conduct or behavior, you should report the issue to your supervisor/manager and to Human Resources. No employee will be subject to adverse treatment or retaliation because he or she reported bullying or provided information in connection with an investigation of reported

bullying.

A supervisor or manager is held accountable for the effective administration of this policy. A supervisor or manager who is advised of an alleged violation of this policy, or who independently observes conduct which may be prohibited by this policy, must immediately report the matter to his or her supervisor/manager and Human Resources so that an appropriate investigation can be initiated.

Both the complaint and the information collected during an investigation will be kept confidential to the extent possible. Investigations will be conducted discreetly. Information will not be disclosed unnecessarily or to persons not involved directly in conducting the investigation and determining what action, if any, to take in response to the complaint. However, complete confidentiality cannot be guaranteed because an effective investigation usually requires revealing certain information to the alleged bully and potential witnesses.

If an investigation reveals that bullying or other inappropriate conduct or behavior has occurred, prompt and appropriate corrective action will be taken. An employee who is found to have engaged in bullying behavior will be subject to disciplinary action up to and including termination of employment. If the offender is not a City employee, the City will take reasonable measures to help protect the employee from any future bullying.

The parties will be informed of the City's determination. If no determination can be made because the evidence is inconclusive, the parties will be informed of this result and the preventive measures that will be undertaken, such as training or monitoring.

-SECTION 3-

ATTENDANCE AND OTHER PERSONAL RESPONSIBILITIES

ATTENDANCE AND PUNCTUALITY

Jobs exist and you are hired in order to support the needs of our citizens and the goals of the City. You are an important contributor to the attainment of these goals, which can only be achieved if you come to work to carry out your responsibilities. The City needs you to come to work on time, each and every day. Absenteeism and tardiness are counterproductive to meeting the City's goals, and these problems create burdens for other employees. Therefore, maintaining a good attendance record is very important. Attendance is considered to be an important part of your overall job performance.

The City expects you to be reliable and punctual in reporting for scheduled work. In the rare instance when you cannot avoid being late to work or you find that you cannot come to work as scheduled, and absent more specific department call-in guidelines, you must use the Call-In Procedures that are described below.

Unsatisfactory attendance and excessive tardiness (including leaving early) are disruptive issues. These situations can lead to disciplinary action, up to and including termination of employment. Please consult your supervisor or manager for specific attendance expectations and call-in procedures in your department.

CALL-IN PROCEDURES

When you are absent from scheduled work we require that you notify your supervisor, manager or designee in accordance with your department's guidelines.
Lack of telephone or being out-of-town is not an excuse for failing to notify your manager or supervisor of an absence or tardiness. You must call every day you are absent unless you are on an approved leave of absence (or as

otherwise provided in department guidelines). This process will enable us to make the arrangements necessary to keep each department running smoothly. Always keep your supervisor, manager or designee (in accordance with department guidelines) advised as to when you plan to return to work or if you need to leave work early.

A call-in to another employee of the City (other than your supervisor, manager or designee, in accordance with department guidelines) to report an absence, tardiness or to request leave will not be accepted.

The failure to properly call in is a performance issue and may result in disciplinary action, up to and including termination of employment.

A failure to follow the above procedures will be considered a "No-Call/No-Show."

PERSONAL APPEARANCE

Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affect the opinion formed by citizens and visitors regarding the professionalism of the City. For specific department personal appearance guidelines, please consult your supervisor, manager or department head.

During business hours, you are expected to present a clean and neat appearance and dress according to the requirements of your position, office or department. In addition, you should avoid the use of strongly-scented personal care products.

If your dress attire is deemed inappropriate for work, you will be asked to return home to change into attire that is appropriate. This time away from work is unpaid and you may be subject to disciplinary action, up to and including termination of employment.

In some departments, you are provided City uniforms and equipment. It is your responsibility to appropriately maintain City uniforms and equipment. Upon termination of employment, you must return all City provided uniforms and equipment in good working order. If the uniforms and equipment are not returned, the City may bill you for the cost of the items not returned.

Please consult your supervisor or manager and the City's Dress Code policy if you have questions as to what constitutes appropriate attire for your department.

TOBACCO FREE ENVIRONMENT

In keeping with the City's desire to provide a safe and healthful work environment, and consistent with Indiana law, tobacco use is prohibited throughout the workplace or during scheduled work hours. You are not permitted to use tobacco on City property or parking areas. In addition, we do not permit the use of smokeless cigarettes and devices (i.e., electronic cigarettes and similar items).

This policy applies equally to all employees, citizens and visitors. Please see the City's Tobacco Free Policy for more specific information. Any violation of the Tobacco Free Policy may lead to disciplinary action, up to and including termination of employment.

DRUG AND ALCOHOL USE POLICY

The City is subject to the provisions of the Drug-Free Workplace Act –of 1988 ("Act"). The policies, procedures, regulations and directives of the Act shall be enforced and followed to ensure compliance.

The City has a strong commitment to provide a safe environment for its employees and those we serve. We must maintain an environment that is free from the adverse effects of alcohol and drug abuse. We also recognize that this abuse is a growing health problem that affects millions of people. This abuse can adversely influence your job

performance as well as endanger other employees, the public, citizens and property. Violating this policy will subject you to disciplinary action, up to and including termination of employment.

With this commitment in mind, the following policies and rules shall be followed:

- You may not consume, use, possess, control, distribute or sell illegal, controlled or unauthorized drugs or narcotics in any amount, or drug paraphernalia, at any time, on or off the job. It is not our intention to interfere with your personal life; however, you should not expect to continue your employment with the City if you are involved in these activities and this involvement becomes known to the City. Some drugs that are illegal under state and federal laws include, among others, marijuana, cocaine, heroin, depressants and stimulants not prescribed for current treatment by a physician.

- The only exception to this rule is the taking of prescribed drugs under the direction of a physician. If you are undergoing medical treatment with a drug or controlled substance that may alter your physical or mental ability, you are encouraged to provide a physician's statement to your supervisor or manager so that we can have an interactive dialogue regarding whether an accommodation is appropriate. For example, it may be appropriate to change your assignment while you are undergoing treatment.

- Except as provided below, you may not possess, consume, use or sell alcohol at any time on City premises (including its parking areas).

    - You may possess alcohol for an occasional circumstance, i.e., receipt of a bottle of wine as a gift or the purchase of alcohol while shopping before work or during your lunch hour.
    - You are participating in a City authorized function or event and alcohol is served. You are expected to use moderation and exercise good judgment at such events.

- Being at work under the influence of alcohol or illegal drugs is also strictly prohibited. Being "under the influence" generally means that drugs or alcohol, or both, are present in your system in a detectable amount. It may also mean that drugs or alcohol are adversely affecting the performance of duties; that your normal behavior is adversely affected; or that your behavior creates a risk of harm to others or to property. You may be "under the influence" without your performance being impaired; accordingly, habitually abusing drugs or alcohol, subjects you to discipline up to and including termination of employment, even though you may be able to perform your job.

- The misuse or abuse of legally-prescribed prescription drugs will be treated as the prohibited use of any unauthorized drug under this policy. You must follow your physician's orders concerning prescription drugs. Further, prescription drugs are to be used only by the individual for whom they are prescribed and only in the quantity and manner prescribed.

- If you are suspected of violating this policy you may be required to submit to an alcohol or drug test by a provider selected by the City. We may also require the examination and testing of you if you are involved in an on-the-job accident. The failure or refusal to promptly submit to and cooperate with tests or requests for tests, or both, may result in immediate termination of employment.

- If a test provider reports that you submitted a specimen to be tested that the provider reasonably believes may have been adulterated by you, it will be considered to be a violation of this policy.

- If you are arrested for off-the-job drug or alcohol, or both, activity, it may be considered in violation of this policy. In deciding what action to take, the City will consider the nature of the charges, your present job assignment, your record with the City, your ability to continue to meet the functions of your position and other

factors relating to the impact of your arrest upon the conduct of City business.

- The City may make a full and complete search of you and your property, including your personal vehicle, where the City has reason to suspect a violation of this policy. Failure to promptly cooperate with a search request may result in disciplinary action, up to and including termination of employment.

- If you violate this policy, fail to report for or refuse to promptly submit to a drug or alcohol test, or both, or test positive for a detectable amount of alcohol or illegal drugs you are subject to discipline, up to and including termination of employment.

A violation of this policy may also have serious legal consequences. Accordingly, the City will refer the matter to law enforcement authorities when appropriate.

SEARCHES

To protect our employees and ensure the safety and security of our facilities and property, the City may request that you or any other individual undergo a search of your belongings upon entry or exit of our property, if the City reasonably suspects that possession of any item is in violation of a City policy.

Additionally, the City may search your personal vehicle, desk, files, locker, other storage areas and other belongings upon reasonable suspicion as described above. If the City makes a search request, you will be expected to promptly cooperate. If you fail to promptly cooperate with a request or a related request for information, it will be considered insubordination and a violation of this policy and it will subject you to discipline, up to and including termination of employment.

The City will generally not engage in a search unless there is a pending matter in which the unauthorized possession of property or possession of contraband (or illegal drugs or alcohol or a violation of a City policy is expected; an employee, in connection with this policy, has no expectation of privacy in the event the City determines, in its sole discretion, a search is warranted under any of the above described circumstances) is suspected.

VISITING WORK AREAS

To avoid crowding and disrupting the work in each department, you should refrain from visiting work areas during your off-duty hours, arriving too early or staying too late after completing your shift. You should also refrain from visiting other departments and work areas. Therefore, you should not report earlier than the start of your shift and should not remain in the facility after your shift is completed. This prohibition does not apply if you have business to conduct with a particular department or are on authorized overtime.

SOLICITATION AND DISTRIBUTION OF LITERATURE

While we encourage each employee to support civic and charitable causes, those activities normally must occur outside work hours. It is our policy to prevent interference with and disruption of the work by focusing on providing high quality work at all times. In order to provide an environment that is free from harassment of all types, including unwanted solicitation and distribution, soliciting other employees or distributing literature or other materials is not permitted.

The above policy includes, but is not limited to, solicitation and distribution of information related to lotteries, raffles, school and other fund-raisers, personal business and civic, charitable, political, labor, fraternal and similar organizations. It also includes the use of City e-mail and any other City equipment or resources including, but not limited to, copiers and other electronic equipment.

A non-employee is not allowed to solicit employees on City property at any time.

Solicitation can become burdensome and affect productivity. It can also put a financial strain on some employees. Despite good intentions and despite the worthiness of causes in which an employee is involved, a solicitation can have the unintended effect of placing another person in a position where he or she feels compelled by peer pressure to make a contribution, or where he or she feels that not doing so might create bad feelings. Some employees simply cannot afford to give to every good cause. We ask that you comply with our non-solicitation policy so that we can avoid these issues.

Please notify your supervisor or the HR Director if you have been subjected to solicitation or distribution that violates this policy.

-SECTION 4-

OTHER EMPLOYMENT POLICIES

TRAINING AND ORIENTATION PERIOD

The City seeks as an employee an individual who works well with others and who performs his/her job effectively. We sincerely hope that you will "hit the ground running" and show us that our decision to hire you was the right one. Your success as an employee has as much to do with how you approach your job every day and how you treat your co-workers, as it does with the technical aspects of your duties and responsibilities.

The first few months of your employment represent an initial training and evaluation period. During this time, you will become familiar with how the City operates and we will become familiar with you. You will receive such training as is appropriate in view of your position and your level of experience. In addition, this is a period in which you will evaluate whether you enjoy the work you are doing, and whether the City has provided you with an opportunity that you desire. We sincerely hope that you will feel that your decision to accept employment with the City was the right one. If you determine that it was not, we encourage you to speak with your supervisor and the HR Director so that we can address the situation and avoid future issues.

During the initial training and evaluation period, the City will evaluate whether its decision to hire you was appropriate. Your status as an at-will employee does not change either during or after this period.

JOB POSTINGS AND POSITION TRANSFERS

The City wants to provide opportunities for you to work in positions that provide you with the highest degree of personal satisfaction. When appropriate to do so, the City will post open opportunities within each department as a means of supporting this purpose. First consideration for openings will be given to qualified, internal candidates of the City, but we may also seek outside candidates for some positions.

A job posting will generally be posted for a period of five calendar days. If you are interested in a posted position you must complete an Employment Application. The Employment Application must be completed and submitted prior to the end of the posting period. The interviewing process may proceed as soon as an Employment Application is received or as a candidate is identified.

The posting for each position will generally include the following information:

- qualifications as stated in the job description;
- testing requirements (i.e., any standardized test that may be used to evaluate specific skills or abilities);
- brief position description and location of position;

- salary information;
- the position to which the open position will report; or
- any other applicable requirements for the position.

To be considered, all qualified, internal candidates must not have had any disciplinary action within the prior 90-day period from the date of the posting unless action was taken for a severe violation of City policy. In that case, the 90-day period may be extended if deemed appropriate by the City.

If you have accepted a new position that was posted, you are not eligible to post for another position until you have been in your current position for at least 180 days.

The following types of positions will be posted:

- Vacated Positions- An open position resulting from an employee leaving the City, transferring to another department or moving to a different position;
- New Positions- A new position that is created by the City; and
- Additional Staff Positions- A position that is added because the City had the need for an additional individual for business reasons.

The following types of positions will not be posted:

- Progression/Promotion within a Function- A level within a function to which an employee can normally progress by way of training and development as a position becomes available;
- Re-evaluation of Current Position- If the City's business needs change the responsibilities for a position to the point where a re-evaluation of the current position description is necessary; and
- Restructuring of a Current Position- If a position is moved to a different department or area, or if the job functions are changed or eliminated based on the City's needs.

In the event two or more candidates are equal in all qualifications including performance record, length of service will be taken into consideration. If you are accepted into a new position, you will have a minimum sixty (60) day introductory trial period. The length of the introductory period may be extended if deemed appropriate by the City.

HIRING OF RELATIVES AND ANTI-NEPOTISM POLICY

The City is subject to the provisions of the state of Indiana's Anti-Nepotism statute, IC 36-1-20.2. The policies, procedures, regulations and directive of the statute shall be enforced and followed in order to ensure compliance. For more information, please see the City's Anti-Nepotism Policy.

The employment of relatives in the same area of an organization may cause serious conflicts of interest and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, a personal conflict from outside the work environment may be carried into a day-to-day working relationship.

Although the City does not prohibit hiring relatives of employees, we will monitor situations in which relatives work in the same department or other area. In the event that any actual or potential problem occurs, we will take prompt and appropriate action. This action may include reassignment or, if necessary, termination of employment for one or both of the individuals involved. The City will make all decisions regarding reassignment or termination.

For the purposes of this policy and the City's Anti-Nepotism Policy, "relative" means any of the following: spouse; parent or step-parent; child or step-child; brother, sister, step-brother or step-sister; niece or nephew; aunt or uncle;

daughter-in-law and son-in-law. In addition, adopted child of an individual is treated as a natural child of the individual and the terms "brother" and "sister" include a brother or sister, or both, by half-blood.

You will not be directly involved in any decision affecting your relative in the following matters:

- hiring, promotion, transfer or reassignment;
- final performance evaluation;
- discretionary pay increases;
- audit and review of financial records;
- approval of time cards; and
- authorization or approval for payment of money.

PERFORMANCE EVALUATIONS

Your supervisor or your manager and you are encouraged to discuss job performance and goals on an informal, day-to-day basis. Additional formal performance evaluations are conducted in order to provide both you and your supervisor or manager the opportunity to discuss job processes, identify and correct weaknesses, encourage and recognize strengths and discuss positive, purposeful approaches for meeting goals.

Your performance is evaluated periodically on a formal basis, at least annually.

EMPLOYEE CLASSIFICATIONS AND CATEGORIES

This section describes: (a) employment classifications; and (b) employment categories so that you understand your employment status and benefit eligibility.

Employment Classifications: Your position is classified as either NON-EXEMPT or EXEMPT in accordance with the federal Fair Labor Standards Act.

- An hourly employee is generally a "non-exempt" employee, meaning that you are entitled to receive overtime pay or compensatory time pursuant to federal and state law. (There are some exceptions to this general rule, as provided by law, and these will be evaluated on a case-by-case basis.)
- A salaried employee can be considered "exempt" or "non-exempt." A salaried employee is an employee who is paid a fixed bi-weekly compensation.
- An exempt employee means you are not entitled to receive overtime pay or compensatory time pursuant to federal and state law.
- Both an hourly and salaried employee must receive at least the federal minimum wage rate.
- Your exempt or non-exempt classification may be changed only upon written notification by the City.

For more information, please see Section 5, Scheduling and Compensation Policies.

Employment Categories: You will qualify for one of the following employment categories:

- FULL-TIME: an employee who is not in a temporary position and who is regularly scheduled to work a full-time schedule of at least 37.5 hours per week. *For the purposes of medical benefits, an employee is considered full-time when the employee is regularly scheduled to work an annual average of 30 hours or more per week.
- PART-TIME: an employee who is not assigned to a temporary position and who is regularly scheduled to work no more than an average of 29.75 hours per week annually. While a part-time employee receives all legally-mandated benefits (i.e., workers' compensation insurance and Social Security), a part-time employee is ineligible for all of the City's other benefit programs.
- TEMPORARY: an employee who is hired as an interim replacement, to temporarily supplement the work force or to assist in the completion of a specific project. An employment assignment in this category is limited in

duration and generally does not exceed 90 days in a calendar year. A temporary employee retains this status unless and until notified of a change. While a temporary employee receives all legally-mandated benefits (i.e., workers' compensation insurance and Social Security), a temporary employee is ineligible for all of the City's other benefit programs.

- SEASONAL: an employee who performs labor on a seasonal basis where ordinarily the employment pertains to or is of the kind exclusively performed at certain seasons or periods of the year and which, from its nature may not be continuous or carried on throughout the year. A worker who moves from one seasonal activity to another is employed on a seasonal basis even though the employee may continue to be employed during a major portion of the year.

Job Categories: You will also qualify for one of the following job categories:

- COMOT (clerical, office machine operators and technicians): positions which are "clerical" in nature and may not require college training or specific professional training.
- EXEC (executive): a position such as department head, director or highly specialized position.
- LTC (labor, trades and crafts): a position which helps maintain and repair City facilities and public areas.
- PAT (professional, administrative and technological): an occupation which requires specialized or theoretical knowledge through college training or through extensive work experience that requires on-going training.
- POLE (protective occupations-law enforcement): a position such as police officer and firefighter.
- SAM (supervisors and managers): a position normally requiring a level of formal education which ranges from high school through advanced college level degree depending on both the job category supervised and level of job in the supervisory hierarchy.
- SO (special occupation): a position as determined by the Mayor.

Benefits eligibility for full-time, part-time, temporary and seasonal employees are described in this handbook and in actual plan documents. In the event of a conflict between the benefits descriptions in this handbook and in the actual plan documents, the latter shall govern in all cases.

FULL-TIME HIRE DATE

Your full-time hire date is used to calculate your eligibility for certain employee benefits, such as vacation time.

OUTSIDE EMPLOYMENT

You are permitted to hold an outside job as long as you meet the performance standards of your job with the City and the City's other expectations.

We encourage you to talk to your department head before accepting outside employment. This step will help avoid issues in the future.

If you have outside employment, you will still be subject to the City's scheduling demands, attendance and performance standards. Therefore, you should ensure that the other employment will not, in any way, adversely affect your ability to continue to meet the City's expectations.

If the City determines that your outside employment is not appropriate, you may be asked to terminate the outside employment if you wish to remain employed with the City.

Outside employment that creates a conflict of interest or the appearance of a conflict of interest is prohibited.

Upon acceptance of outside employment, you must notify your supervisor or manager in writing, and also provide a copy of that notice to Human Resources so that it can be placed in your personnel file.

During your work day for the City, you may not perform services on behalf of any other person or employer. This prohibition includes break and other non-work periods because working for an outside entity can create distractions for others and may also adversely affect your own performance for the City.

ACCESS TO PERSONNEL FILES

The Human Resources department maintains a personnel file on each employee. Personnel files should not be kept in locations other than the Human Resources department. The personnel file includes such information as your job application, resume, records of training, performance appraisals, compensation records, documentation of compensation changes and other employment records.

Personnel files are the property of the City, and access to the information they contain is restricted. Generally, only management personnel of the City who have a legitimate reason to review information in a personnel file are allowed to do so.

If you want to review your own personnel file, you should set up a meeting with the Human Resources department. With reasonable advance notice, you may review your own personnel file on-site. A Human Resources representative must be present at all times during this review. If copies of documents are desired, advise the Human Resources representative, and the representative will make copies later and provide them to you.

A request for personnel information by an outside entity or person must be directed to the Human Resources department.

PERSONAL PROPERTY

The City cannot be responsible and is not liable for loss or damage to your personal property (including, but not limited to, damage to your personal vehicle in our parking areas or used in performing duties for the City).

You should not bring valuables or large amounts of money to work. You should take reasonable precautionary measures in order to secure personal items.

PROPER USE OF EQUIPMENT AND SUPPLIES

The City's costs are directly impacted by the use of our equipment and supplies. You should protect equipment and supplies and use them properly, and you should limit your use of equipment and supplies to business-use only. In addition, City equipment and supplies may not be borrowed from the City for personal use. Your cooperation in controlling City expenses and protecting City equipment and supplies is expected. An employee must return all City property upon the termination of employment.

You may not purchase equipment or supplies on behalf of the City unless authorized by your department head and the Controller or Deputy Controller.

DEPARTMENT MEETINGS

Regular meetings are encouraged to inform employees about the City's activities, operations, procedures and to give you an opportunity to voice opinions, ideas and suggestions.

MEAL AND BREAK PERIODS

If you work a shift which includes a normal mealtime, you will be scheduled for a meal break according to department guidelines. A supervisor, manager or department head will schedule meal periods and determine the length of meal periods to accommodate the operating requirements of the department, and these meal periods may change on occasion depending on the schedule for the department.

In addition, state law requires certain break periods for you if you are under the age of 18. If, as an under-18

employee, you are scheduled to work six or more consecutive hours, you will be given a continuous 30-minute break for lunch between your third and fifth hours of work.

You are encouraged to eat in a designated room if you do not leave the building. You are not permitted to consume food during regular working hours in any work area that may be used or viewed by a member of the public.

A coffee pot, microwave, refrigerator, hot plate and related items are prohibited, other than in a kitchen or other designated room.

The City does not have official break periods. Lengths and times of break periods, if allowed, are determined by your department.

BREAK PERIODS FOR BREASTFEEDING MOTHERS

The City provides support to you if you are a breastfeeding mother who wishes to take a break during your workday in order to express milk when separated from your infant child(ren). A break for this purpose is not in addition to other break periods that may be allowed in a department. In addition, you may not exceed the normal break period; time on break in excess of the normal period will not be paid.

If you are breastfeeding you will be provided up to two break periods per day in order to express milk for your infant child.

If you wish to take breaks for this purpose, you should discuss this matter with your manager or supervisor. You and your manager or supervisor will also discuss the schedule of the breaks, and the schedule must be approved in advance by your supervisor or manager.

The City will designate a private area in the facility (not a bathroom) that you may use. If you are regularly scheduled to work in a facility that does not have a designated area, please contact your supervisor or manager, or Human Resources, to determine an appropriate location.

Expressed milk may be placed in a refrigerator provided by the City. As an alternative, you may choose to provide your own portable cold storage device for keeping milk that has been expressed until the end of your work day. If you provide your own unit, approval from your supervisor or manager must be obtained in regard to where that unit is placed in the department.

You must label your storage pack with your name and the date. In addition, all breast milk is to be removed at the end of your work day. You should use consideration when sharing the room and refrigerator with others. The City is not responsible for any loss or theft of expressed milk or items left in any room, any storage unit or any areas used for this purpose. Additional rules for use of the room and refrigerator storage may be posted in the room.

DRIVING ON CITY BUSINESS

If you are required to operate a motor vehicle on City business, you are expected to do so at the highest standard of safety and courtesy. This expectation applies to any vehicle when it is used in the course and scope of the employee's work for the City. An employee is required to drive safely and defensively and to do so in accordance with applicable state laws.

Any employee who regularly drives on City business must have a valid driver's license, adequate insurance and current Motor Vehicle Report on file with Human Resources. Also, he/she must report any traffic tickets for any moving violation and any other significant driving infractions to Human Resources. A MVR will be requested upon an

offer of employment and the City reserves the right to request random MVR's periodically thereafter. The City also reserves its right to use its discretion in determining an unsatisfactory MVR.

An employee is expected to comply with local, state, and federal laws while driving. In addition, operating a vehicle while under the influence of alcohol or drugs may result in disciplinary action, up to and including immediate termination of employment.

If you have an accident while driving on City business (personal or City owned, rented or leased vehicle) you must immediately report the accident to your supervisor and Human Resources.

An employee who regularly drives on City business and who does not maintain an acceptable record will be subject to disciplinary action, up to and including termination of employment.

EMPLOYEE PARKING

The City provides free, outside parking for employees. You are to park only in designated spaces, and you may not use spaces designated for a disabled individual unless you have the appropriate state-approved plate or placard. Abandoned or unmoved automobiles will be towed away at the owner's expense after five days.

PERSONAL TELEPHONE CALLS AND MAIL

Personal telephone calls can adversely affect our operations by distracting you, taking time from your responsibilities and tying up telephone lines that need to be available for citizen and other business calls. Please ask your friends and family not to call during working hours.

Cell phones have become a normal part of our lives; however, they can be a disruption in the work environment. Therefore, you should follow your department guidelines in connection with cell phone use.

You should plan to make personal calls outside of your work hours and you should receive incoming calls only in an emergency or during breaks.

You are not to use the City's address, stationery or postage for personal mail.

PERSONAL VISITS

Personal visits from friends and family can also be disruptive to the work environment. Please exercise good judgment and ask friends and family to refrain from visiting you while you are at work.

PETS IN THE WORKPLACE

You may not bring a pet into the workplace for a number of reasons, including possible injury to the pet, a co-worker, aggravation of allergies, possible flea or tick infestation and damage to floor coverings. This policy applies during both business and non-business hours.

An exception will be made to this policy in the event the employee or a visitor uses a service dog to assist the person with a disability, as provided by the Americans with Disabilities Act. An employee who learns that a service dog may be in the work area must promptly notify his or her supervisor and Human Resources.

GRATUITIES

The City is proud to serve citizens without the need for tips or gratuities. You have the responsibility to serve all citizens equally. You are not permitted to solicit a gift from a citizen, or from relatives or friends of citizens. For more information, please review the Ethics and Conflicts of Interest Policy in this Handbook.

CITY COMPUTERS, CELL PHONES, E-MAIL AND THE INTERNET

As computer and communications technological advances are made, the City has to remain vigilant regarding the integrity and proper use of those systems. Texting and e-mail enhances the quality and efficiency of our communications. However, texting and e-mail can also be misused, with potentially serious consequences for both the City and the text or e-mail user.

You should respect the rights and sensitivities of recipients and potential recipients or viewers, and should ensure that all text or e-mail messages reflect the professional image that the City wishes to portray. It is expected that you will use common sense and good judgment when utilizing the text, e-mail and computer systems. You have no expectation of privacy relating to the use of City communication devices.

Data, information, messages or communications that are transmitted or stored on the City's computer system or cell phones, or both, including texting and e-mail, are City records and property. The City assumes that everyone realizes that our system allows messages, once transmitted, to be printed, forwarded or disclosed by the receiving party without the consent or knowledge of the original sender of the message. Therefore, you should always use care in addressing any message to make sure that it is not inadvertently sent to the wrong party. This care is not only important with regard to internal messages, but is equally important with respect to messages sent via the Internet e-mail system or by text.

In addition, you should operate within the City's conduct guidelines. You should bear in mind that the internal and external e-mail and text systems are to be used for business purposes only and that messages sent by you may be accessed by the City in the ordinary course of its business at any time without notice. You are expressly prohibited from sending any messages or materials containing obscene, profane, lewd, derogatory or otherwise potentially offensive language or images. The use of material containing racial, sexual or similar comments or jokes is prohibited. If you receive such text or e-mail, you should immediately report it to the Human Resources and IT departments and not respond to it.

Access to the Internet is a privilege that may be revoked by the City at any time and for any reason. The City reserves all rights to any material stored in files which are generally accessible to others and will remove any material which the City, at its sole discretion, believes may be unlawful, obscene, pornographic, abusive or otherwise objectionable. You may not use City resources to obtain, view, download or otherwise gain access to, distribute or transmit these materials.

A number of websites exist today that make it easy to download music and video files from the Internet. However, many of these materials available for download are illegal duplications made available without permission of the copyright owner. Downloading and other duplication of copyrighted materials is only legal with the permission of: (a) the actual copyright owner; or (b) a legitimate claim of "fair use." Therefore, it is our policy that music or video files, or both, may not be downloaded or otherwise copied from the Internet without the specific written approval of an authorized officer of the City. When these downloads are authorized, the IT Department must promptly check any downloaded files or software for viruses.

You must observe the following in accessing the Internet:

- The Internet may be used only for City business unless otherwise approved by your supervisor or manager. Examples of inappropriate Internet uses include, but are not limited to, any traffic that violates State or Federal laws, or both, any traffic that violates a copyright, trade secret or other intellectual property right, any traffic that is unethical in nature, the distribution of unsolicited advertising, propagation of computer worms or viruses, or both, distribution of chain letters, attempts to make unauthorized entry to another network node, receipt or transmission of pornography, participating in gambling or fantasy sports or use for recreational games;

- Do not attempt to access non-public Internet sites unless you have received proper authorization from the site owner;
- Do not misrepresent your identity in engaging in Internet communications;
- Do not disrupt the operation of the City's network through abuse of or by vandalizing, damaging or disabling the hardware or software;
- If you are provided Internet access privileges, you will be provided a confidential password for access. This password must remain confidential and cannot be shared with other employees. You may only access the Internet using your own, individual password;
- Do not order products via the Internet, other than during your authorized break periods; and
- A City credit card number may not be transmitted over the Internet unless the transmission is encrypted.

Finally, the computer system is to be used exclusively for business-related reasons unless otherwise authorized by your supervisor, manager or department. It should be understood, in light of this policy, that playing games on computers is not authorized. If there are any questions as to whether a certain intended use of the computer system is appropriate, you should direct those questions to the City's Human Resource and IT departments or your supervisor or manager. This policy is exceedingly important and, as is true of other City policies, any violation may result in discipline, up to and including termination of employment, regardless of the date of discovery. A known or suspected violation should be reported immediately to the Human Resources department.

SOCIAL MEDIA POLICY

Our employees, citizens and other members of the public undoubtedly use the Internet to obtain information about the City and our services.

The City expects you will act responsibly and exercise good judgment and the highest degree of professionalism and confidentiality at all times. This responsibility is particularly important in regard to information placed on the Internet about the City or any of our employees. No information about our citizens (whether identified or not) should ever be placed on the Internet.

Information placed on the Internet and data sent via other electronic media (e.g., E-mail, text messages, etc.) can easily end up in the public domain. The City assumes that you know that the absolute privacy of information and data placed on the Internet and sent electronically cannot be guaranteed. If you fail to act responsibly in that regard, the information and content placed on the Internet or communicated via other media can have a harmful effect on the City, our employees and others associated with us. You must be cognizant of the impression you create about you and the City when you place information about the City or employees on the Internet.

With the above in mind, the City has established these guidelines to ensure that the City and all persons associated with it are treated with respect and professionalism at all times. We also want to ensure that anything that is placed in the public domain about the City is in the best interests of the City and that it reflects positively on us. Accordingly, you must adhere to these guidelines in regard to information placed on the Internet about the City or our employees, or both:

1. If you create or maintain a web site, blog or similar internet site about yourself (e.g., Facebook, Twitter, Instagram, LinkedIn, etc.), you must exercise the highest degree of good judgment regarding the material placed on that site or blog. For example, you should ask yourself: **"What would a prospective or current citizen think about me or the City, or both, if the citizen sees this material?"** If the answer is that the citizen might perceive something negative, then the material that may create a negative impression about the individual or the City should not be placed on the site or blog.
2. If you participate in a blog or other site by making comments about public issues, you may not identify yourself as associated with the City, either explicitly or implicitly, unless authorized in writing by the City. Messages

about the City on Twitter and other sites are not permitted without prior written authorization. We do allow you to identify your affiliation with the City on LinkedIn, Facebook and similar sites.

3. Content placed on the Internet or transmitted via other media may not be potentially or actually defamatory, abusive, threatening, harassing, invasive of privacy or injurious to you, a citizen or another individual. Moreover, this content may not violate the City's confidentiality policies.

As is true of all other City policies, a violation of this policy may result in disciplinary action, up to and including termination of employment.

If you have questions about the application of this policy, please contact the Human Resources department or your supervisor or manager.

ACCESS TO PUBLIC RECORDS

The City is a public agency and all of its records, with certain exceptions, are public records. In general, the public is entitled to access, inspect and copy any of our public records as provided and subject to Indiana Code 5-14-1.5. If you have any questions about public records, you should contact your manager or supervisor or the City Clerk's office.

COMMUNICATIONS WITH THE MEDIA

From time to time, the media may be interested in the City. A representative from a newspaper or other media outlet may call and ask for comments on a variety of subjects. You should not provide statements to the media about the City unless you have prior authorization to do so. Official media statements are the responsibility of the authorized City spokesperson.

RECORDING DEVICES IN THE WORKPLACE

The City strives to have a work environment of trust and cooperation, and we need to protect our citizens as well as confidential information. Therefore, the City prohibits the use of audio recording devices, cameras, and video recorders, without the express authorization of your supervisor or manager. This prohibition does not apply to a citizen attending a public meeting or public access event.

EMPLOYEE CONDUCT AND WORK RULES

The City expects that, because you accepted employment here, you understand the need to maintain proper work standards and good work practices. Certain guidelines for personal behavior are necessary in any organization in order to ensure orderly and safe operations.

The City's primary conduct guideline is that you should use common sense, good judgment and commonly-accepted standards of honesty, respect and decency at all times.

It is not possible to list all of the forms of behavior that are considered unacceptable in the workplace. Although not an exclusive list, the following are some examples of violations of rules of conduct that may result in disciplinary action, up to and including termination of employment:

1. Falsification of timekeeping or other City records.
2. Falsification of employment application, resume or other documents submitted to the City relating to the hiring process (Note: A violation of this rule will result in termination of employment in all cases, regardless of the date of discovery by the City.).
3. Possession of weapons on City property (other than as specifically permitted by state law or required by your City position).
4. Violation of a City procedure or policy, including, but not limited to, the Anti-Harassment policy, the Alcohol and Drug policy, the Tobacco Free policy and the City's Safety policy.
5. Fighting or threatening violence in the workplace, or other harassing or intimidating behavior.

6. Using abusive or threatening language.
7. Mistreatment of members of the public, fellow employees or supervisory personnel.
8. Illegal gambling on City property.
9. Theft or inappropriate removal or possession of property.
10. Misusing, destroying or damaging City property.
11. Loud or disruptive activity in the workplace or horseplay.
12. Sleeping during working time.
13. Performing personal work during working time.
14. Insubordination by not obeying a reasonable request or other disrespectful conduct.
15. Excessive absenteeism or an absence without notice or excessive tardiness.
16. Breach of confidentiality.
17. Being charged with an illegal or unethical act connected to your City position.
18. Being charged with an illegal or unethical act not connected to your City position which reflects poorly on the City or your position.
19. Violation of safety or health rules.
20. Failing to make an immediate report of a job related injury.
21. Creating or contributing to an unsanitary condition.
22. Use of machines, equipment or tools in a hazardous manner.
23. Damage to or improper use of City property or another person's property either willfully or through gross negligence.
24. Intentional making of scrap or waste.
25. Unauthorized possession of City property.
26. An incident or circumstance which will prevent you from being able to fulfill all of your duties as set out in your job description.

OFF-DUTY CONDUCT

As a general rule, the City does not wish to intervene in the private life of an employee. However, if an employee's conduct outside work is of a nature that could damage the reputation of the City or harm another individual, the City may take appropriate disciplinary action, up to and including termination of employment, to the extent permitted by federal and applicable state law. If you are convicted (as these terms are defined below), you must immediately report this information in writing to Human Resources. Furthermore, if a conviction occurred after your initial application for employment with the City, you should provide written details regarding the arrest or conviction to supplement your employment application.

For purposes of this policy: (a) an "arrest" means that an employee has been arrested for, charged with, cited for or issued a summons for any crime; and (b) a "conviction" means any criminal conviction, plea of no-contest or entering into a diversion or similar arrangement. A "conviction" does not include a minor traffic offense.

PROGRESSIVE DISCIPLINE

The purpose of this policy is to describe the City's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision of each employee.

The City's own best interest lies in ensuring fair treatment of you and in making certain that disciplinary actions are prompt, uniform and impartial. The primary purpose of a disciplinary action is to correct a problem, prevent recurrence and prepare you for satisfactory service in the future.

Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension with or without pay or termination of employment -- depending on the severity of the problem and the number of occurrences. The City recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through each of the progressive discipline steps.

Any of the above-described steps may be skipped by the City, depending on the circumstances.

By using progressive discipline, the City hopes that a problem will be resolved at an early stage, benefiting both you and the City.

If you are an exempt employee who misses one or more full days of work while serving a suspension for violating a workplace conduct rule (or one of the City's safety rules that is of major significance) you will not be paid for the number of full days missed.

EMPLOYMENT TERMINATION

Termination of employment can occur within any organization, and many of the reasons for termination are routine. The most common situations in which employment is terminated are the following:

RESIGNATION –a voluntary act initiated by you to terminate your employment.

DISCHARGE –an involuntary employment termination initiated by the City. You may, in some cases, not receive advance notice of a termination decision, depending on the circumstances (i.e., reduction-in-force or restructuring).

RETIREMENT –a voluntary employment termination meeting length of service, and any other criteria for retirement.

Although advance notice is not required, the City requests at least two weeks' advance written notice of resignation from you. This notice must be provided to your supervisor or manager and to the Human Resources department. This notice allows us to more easily transition your responsibilities to others or to hire a new employee.

If you do not provide advance notice as requested, you may be considered ineligible for rehire. In addition, it is important to note that pay for accrued unused vacation hours will not be provided to you if you fail to provide the required two weeks' advance written notice of resignation or if you are involuntarily terminated from employment with the City.

Your benefits will be affected by employment termination in the following manner. All accrued unused vacation hours will be compensated if you resign or retire (Note: in the event of resignation, accrued unused vacation leave hours will be paid only if at least two weeks' advance notice of resignation was provided, as described above). Some benefits may be continued after you leave the City, at your expense, if you so choose. You will be provided written notice of the benefits that may be continued and of the terms, conditions and limitations of those continued benefits.

A final paycheck is issued through the normal payroll process. The paycheck will be deposited to your automatic direct deposit account on file.

WORKFORCE REDUCTIONS

Business and operational conditions can sometimes change and other events can occur where it becomes necessary to have a reduction in the work force at the City. The City will follow a procedure should this event occur. This procedure will generally give due consideration to the skills, abilities, work records, and length of service of the employees affected by the reduction. Other considerations may be used when business conditions warrant.

RETURN OF PROPERTY UPON TERMINATION

You are personally responsible for all City property, materials or written information issued to you or in your possession or control.

You must return all City property immediately upon request or upon termination of employment. This property includes, for example, ID badges and City records. The City may take all action deemed appropriate to recover or protect its property.

EXIT INTERVIEW

When your employment relationship with the City ends, you may schedule an exit interview with a Human Resources representative. This interview is an opportunity for you to provide feedback about your time with the City.

EMPLOYMENT REFERENCES

To ensure a job reference request is handled consistently and fairly, the request must be forwarded to the Human Resources department. Similarly, when a request for personnel, payroll or personal information about you is received, it should be forwarded to Human Resources.

The City will generally provide only dates of employment, salary and previous position(s) held in response to job reference requests. No employee may provide a job reference for a former employee without the prior approval of Human Resources.

-SECTION 5-

SCHEDULING AND COMPENSATION POLICIES

WORK SCHEDULES

The hours of work for each department reflect the services performed by employees in that area. A department may establish different operating hours. The work schedules for you may vary depending on the City or your department's operational needs and demands.

A supervisor or manager will advise you of your individual work schedule. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

You are expected to arrive on time and be ready to begin work at the time your shift is scheduled to begin. You are also expected to remain at work through the end of your scheduled shift.

TIMEKEEPING

Accurate recording of time worked is your responsibility. Federal and state laws require the City to keep an accurate record of time worked in order to calculate your pay and benefits. Time worked is defined as time actually spent on the job performing assigned duties.

If you are a non-exempt employee, you should accurately record the time you begin and end your work, according to your department's policy. You should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must be approved by your supervisor or manager before it is performed.

Altering, falsifying, tampering with or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

If your job requires the use of a time clock you may clock in no earlier than six minutes prior to your start time. You many not clock out later than six minutes after your end time.

DISTRIBUTION OF PAYCHECKS, CHANGES IN WAGE RATES

You are paid bi-weekly by direct deposit every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a holiday, you will, under most circumstances, receive pay on the day prior to the normally scheduled payday.

If a regular payday falls during your vacation, your paycheck will be paid by automatic direct deposit on the regular payroll date.

You are required to have automatic direct payroll deposit into your checking or savings account.

The City will take steps to ensure that you receive the correct amount of pay in each paycheck and payment is issued promptly on the scheduled payday. You should report paycheck errors immediately to your supervisor or manager. Minor errors will be corrected on the next regular payroll. Major errors, as determined by the Controller's Office, are corrected by issuing a correct check or direct deposit as soon as possible. Failure to report an overpayment may result in disciplinary action, up to and including termination of employment.

The City does not cash checks, including but not limited to, paychecks and time off for cashing paychecks is not permitted.

WAGE ASSIGNMENTS/GARNISHMENTS

When a wage assignment or garnishment summons is received, the City has a legal obligation to comply. The Human Resources and Controller's departments have the responsibility for compliance.

PAYROLL ADVANCES

The City will not make payroll advances or loans to you. In addition, we discourage employees from seeking or providing loans from and to other employees.

PAYROLL DEDUCTIONS

The law requires certain deductions from your compensation. Among these deductions are applicable federal, state and local income taxes. The City must also deduct Social Security taxes on your earnings up to a specified limit that is called the Social Security "wage base." The City matches the amount of Social Security taxes paid by you.

The City offers programs and benefits beyond those required by law. You may voluntarily authorize deductions from your paycheck to cover the costs of participation in these programs.

If you change your county of residence during the year, you should contact the Human Resources department so that county tax records can be changed.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, please contact the Controller's office or the Human Resources department for assistance with your questions.

OVERTIME

When operating requirements or other needs cannot be met during regular working hours, your supervisor or manager may determine that overtime work is necessary, and will assign you overtime as appropriate.

You may not work any overtime unless you have received your supervisor or manager's prior authorization. If you work overtime without receiving prior authorization from your supervisor or manager, you will be subject to disciplinary action, up to and including termination of employment.

An overtime assignment will be distributed as equitably as practical to an employee who is qualified to perform the required work.

Overtime compensation or compensatory time is paid to all non-exempt employees in accordance with federal and state laws. Paid holidays, vacation, sick time, jury duty, bereavement and other non-work times are considered hours worked for purposes of performing overtime pay calculations.

The City does provide "compensatory time off" as an alternative for the payment of overtime. Whether you earn overtime compensation or compensatory time is subject to your department's guidelines. If you work overtime during the week, your schedule can be adjusted where appropriate so that you do not work more than 40 hours during that same work week.

If you are an exempt employee you are not entitled to be paid overtime, but may, subject to your manager or supervisor' s approval, accrue compensatory time for overtime worked on an hour for hour basis. Additionally, exempt employees must adhere to the following guidelines:

1. A department head is not eligible to earn compensatory time.
2. An exempt employee may accrue compensatory time to a maximum of 80 hours. Your manager or supervisor is responsible for approving the accrual and use of your compensatory time. At the manager or supervisor's discretion, your work schedule may be adjusted during a workweek to require the use of your accrued, unused compensatory time.
3. Your earned compensatory time must be reported and recorded in the City of Lafayette's regular time keeping and payroll system. The use of other compensatory time reports and record keeping methods will not be recognized as accrued, unused compensatory time.
4. You are not paid for accrued, unused compensatory time upon your termination of employment.

FEDERAL SOCIAL SECURITY

The City is covered by the Federal Insurance Compensation Act (FICA), commonly known as Social Security and Medicare. The City contributes a sum of money equal to the legally-required amount withheld from your pay.

COMPENSATION ADJUSTMENTS

As stated above, your performance is formally evaluated periodically and at least annually, on or near your original hire date or in accordance with your department's guidelines. Salary and wage levels are reviewed annually, usually on a calendar basis. Pay increases are based upon economic and market conditions and are not automatic.

-SECTION 6-

EMPLOYEE BENEFITS

As an employee of the City, you are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability and unemployment insurance) cover you in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including the benefit program involved and employee classification. The Human Resources department can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in this handbook.

This section of the handbook generally describes some of the benefits that may be available to you. A full and complete description of the following insurance and retirement benefits can be found in the documents that establish and explain them including their summary plan descriptions. If there is any conflict in the explanation of benefits in the handbook and in the actual plan documents, the latter will govern and supersede the handbook.

Your eligibility for any particular benefits depends solely on the terms and conditions of the benefit plan itself. Any of the benefits mentioned in this handbook may be changed from time to time or discontinued for active or retired employees, or both, at any time as deemed appropriate by the City.

The following benefit programs are available to eligible employees:

- Group Medical Care Plan
- Group Dental Plan
- Health Care Continuation Coverage (COBRA)
- Group Vision Plan
- Group Term Life Insurance
- Accidental Death &Dismemberment Insurance
- Workers' Compensation Insurance
- Indiana Public Retirement System-Public Employee Retirement Fund and the Police Officers' and Firefighters' Fund (1977)
- Deferred Compensation Pension Plan (457(b))
- Health Savings Account
- Employee Assistance Program
- Long Term Disability
- Accident Only Insurance
- Cancer Insurance
- Group Critical Illness Insurance

Some benefit programs require contributions from you, while others are fully paid by the City. Some premiums for your benefits are deducted from your pay in the month prior to coverage.

GROUP MEDICAL PLAN

If you are regularly scheduled to work a minimum of thirty (30) hours per week you are eligible to participate in the group medical care plan. There is no waiting period and coverage is retroactive back to your first day of active employment.

The City contributes toward the monthly premium for you. The amount contributed for you varies depending on your employment category. Your portion of the medical care plan premiums are paid through payroll deductions and can be made on a pre-tax basis. There are currently four rate structures available: employee only, employee and spouse, employee and children, and employee and family.

You will receive an annual Summary Plan Description (SPD) that explains the plan's coverage and benefits in detail. If you terminate your employment with the City, you and your eligible dependents may be eligible for continued coverage at your own expense for a limited time period. See your Summary Plan Description and the Health Care Continuation Coverage (COBRA) explanation below.

GROUP DENTAL PLAN

If you are regularly scheduled to work a minimum of thirty (30) hours per week you are eligible to participate in a group dental plan. This plan provides benefits for diagnostic, preventive and restorative services. Benefits are paid at specified percentages of eligible dental expenses in excess of the deductible and subject to a maximum amount. This coverage is available for you as well as for your eligible dependents. The waiting period for this benefit is the same as the Group Medical Care Plan.

You will receive an annual SPD that explains coverage and benefits in detail.

VISION BENEFIT PLAN

If you are regularly scheduled to work a minimum of thirty (30) hours per week you are eligible to participate in a group vision plan. This benefit allows you and your eligible dependents coverage for vision and eye health evaluations and glasses or contact lenses subject to any co-pays or plan limits. The waiting period for this benefit is the same as the Group Medical Care Plan.

You will receive an annual SPD that explains coverage and benefits in detail.

HEALTH CARE CONTINUATION COVERAGE (COBRA)

The federal law known as COBRA gives you and your qualified dependents the opportunity to continue coverage under the City's group medical care plan (and our vision and dental plans) when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment or your death; a reduction in your hours or a leave of absence; and your divorce or legal separation.

Under COBRA, you or your beneficiary pays the full cost of coverage at the City's group rates plus an administration fee. The City provides you, as an eligible employee, with a written notice describing rights granted under COBRA when you become eligible for coverage under the City's health insurance plan. The notice also contains important information about your rights and obligations. For this reason it is important that you and your eligible dependents inform the City of you and your dependents current mailing address at all times.

LIFE INSURANCE

The City provides a $50,000 life insurance policy to you. Life insurance eligibility requirements follow the same guidelines as the Group Medical Plan. The City pays the annual premium for this benefit.

Once you are eligible for the City provided life insurance, you may also purchase supplemental life insurance for yourself as well as supplemental life insurance policies for your spouse or child(ren), or both. Supplemental plans are convertible upon termination of employment with the City.

Part-time, seasonal and temporary employees are not eligible for this benefit.

ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

The City provides Accidental Death and Dismemberment (AD&D) insurance to you if you are benefits-eligible. The AD&D insurance eligibility requirements follow the same guidelines as the Group Medical Plan. The AD&D benefit amount is $50,000. The City pays the annual premium for this benefit.

Part-time, seasonal and temporary employees are not eligible for this benefit.

DISABILITY INSURANCE

A Long Term Disability (LTD) insurance plan is available to purchase by you if you are a full-time employee. You may purchase disability insurance benefits that will pay up to 60% of your weekly income should an illness or injury cause

you to be unable to work.

Part-time, seasonal and temporary employees are not eligible for this benefit.

WORKERS' COMPENSATION

The City provides you with workers' compensation coverage. This benefit covers you in the event of work-related injury and illness.

This benefit coverage includes:

1. Compensation for certain injuries and illnesses.
2. Weekly payments during periods of work-related disability. You may supplement hours not paid by workers' compensation with any sick leave you have available.
3. Costs of needed medical, surgical and hospital service and supplies.

If you encounter a work-related injury or illness:

- Immediately report it to your supervisor or manager regardless of how insignificant it may seem. Your supervisor or manager must complete a written report on all injuries.
- You will receive insurance benefits only if you are under the care of a City-approved physician.
- Any absence from work that results from a work-related injury will not count toward Family Medical Leave Act (FMLA) leave time (if you are eligible for FMLA leave).

WORK-RELATED INJURY GUIDELINES

It is important for you to follow safety guidelines to ensure that you are covered under our workers' compensation coverage:

- All initial and follow-up physician visits should be scheduled through the City or its designee. For appointments scheduled through the City, you will be paid for the actual time lost from work up to a maximum of eight hours pay for the day. If working on limited duty and returning to the attending physician for a follow-up visit, you will be expected to report to work if you could work at least one (1) hour prior to or after the scheduled appointment. There will be no compensation made to you for appointments scheduled outside the normal working day. (This rule applies to you if you are not placed off work due to work-related injury. If you are placed off work due to work-related injury you would be paid according to the Indiana State Worker's Compensation Guidelines).
- The Human Resources Department or its designee will be responsible for scheduling/monitoring follow-up appointments. You must provide managers or supervisors with information regarding scheduled appointments.
- When you are released to return to work to full duty or released with limitations from a work-related injury, you must return to work on the date indicated by the attending physician. If additional medical review is necessary at that time, the City or its designee will schedule you to return to the attending physician as soon as possible.

Limitations dictated by the attending physician for work-related injuries will be reviewed by your supervisor or manager and by Human Resources. If a position is available within the City that will allow you to return to work within your limitations, you will be assigned to that position.

PENSION PLANS

The City firmly believes in the importance of assisting you with the means to finance and achieve your retirement goals. As a result, the City participates in a defined benefit pension plan and has established a tax-qualified 457(b) pension plan. Once you have met the eligibility requirements, you will be able to participate in each of these plans.

The City participates in the Indiana Public Retirement System (INPRS) through the Public Employees Retirement Fund. Part of this pension plan is a defined benefit meaning the City contributes 100% of the cost. The vesting time for this benefit is 10 years of covered service. There is also an annuity savings account (ASA) contribution which requires you to contribute 3% of your gross wages. The vesting of this ASA is immediate and you are automatically eligible for withdrawal once you separate from service. You can find out more about this benefit by contacting INPRS at www.inprs.com.

If you are a police officer or firefighter, the City participates in the Police Officers' and Firefighters' Fund (1977 Fund). You can find out more about this benefit by contacting your department's pension secretary or by contacting INPRS at www.inprs.com.

The 457(b) pension plan permits you as a plan participant to elect to make pre-tax contributions 457(b) elective deferrals to the plan. Your pre-tax contributions are always 100% vested. Contributions are subject to Internal Revenue Service annual maximum contribution guidelines.

For information regarding benefits, vesting rights and maximum annual contribution amounts, please refer to the 457(b) plan's guidebook for details. A copy of the guidebook can be obtained from the Human Resources department.

Part-time, seasonal and temporary employees are not eligible for these plans.

HEALTH SAVINGS ACCOUNT AND FLEXIBLE SPENDING PLAN

If you have medical coverage through the City's high deductible group medical plan, you are eligible to participate in a Health Savings Account (HSA). The HSA account is funded by you and the City and is designed to complement the high deductible medical plan.

The HSA can help you to cover, on a tax free basis, medical plan expenses that require you to pay out-of-pocket, such as deductibles or coinsurance. An HSA is a tax-advantaged account which accumulates over time with interest or investment earnings; is portable after employment; and can be used to pay for qualified health expenses tax-free or for non-health expenses on a taxable basis.

You may opt to have money withheld annually from your paycheck to pay for dependent care expenses, or other qualified expenses through a flexible spending account. A Flexible Spending Account (FSA) is part of the City's Section 125 cafeteria plan. An FSA account allows you to allocate money on a pre-tax basis to reimburse yourself for qualified medical expenses for you and your family.

Part-time, seasonal and temporary employees are not eligible for these plans.

EMPLOYEE ASSISTANCE PROGRAM

The City recognizes that family, marital, health, substance abuse, financial and emotional problems can often be addressed through professional, confidential assistance. Therefore, it is in your best interests as well as the City's that these problems be addressed before job performance is adversely affected.

As a result, you are eligible for Employee Assistance Program (EAP) services. Information about accessing EAP services is available from the Human Resources department.

Participation in the EAP is voluntary. However, you will be encouraged to seek assistance if it is determined that personal problems are contributing to unsatisfactory work performance.

All personal information shared in the EAP process remains confidential and is protected in the same manner as medical records. Information will not be released without prior written consent from you or your family member.

Practices, policies, work rules, standards of conduct applicable to job performance and application of disciplinary action for performance problems will not be compromised by your use of, or failure to use, the EAP.

Part-time, seasonal and temporary employees are not eligible for these plans.

-SECTION 7-

TIME OFF AND LEAVE OF ABSENCE POLICIES

HOLIDAYS

The City grants paid holiday time off to you if you are a full-time employee (please consult your department policies for holiday pay guidelines for part-time employees). Seasonal and temporary employees do not earn this benefit. The City's holiday schedule is determined annually by the Mayor and the Board of Public Works and Safety. Generally the following days are recognized as paid holidays:

New Year's Day (January 1)
Martin Luther King Day (third Monday in January)
President's Day (third Monday of February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veteran's Day (November 11)
Thanksgiving (fourth Thursday in November)
Thanksgiving Friday
Christmas (December 25)
Columbus Day Observance (December)
Floating Holidays (3- See Below)
Birthday (See below)

If a paid holiday falls on Saturday or Sunday, the date that the U.S. Government officially observes the holiday will be taken off, unless advised differently by the Mayor. For additional information on when a holiday may be taken, see your manager or supervisor for your department's guidelines. You must be in paid employment status on your scheduled day of work prior to the holiday and your scheduled day of work after the holiday to be paid for the holiday.

If you are hired on or before June 30 of the year of hire, you are eligible for three floating holidays. You must use these floating holidays on or before December 31 of the year of hire or your floating holidays will be forfeited.

If your hire date is on or after July 1 of the year of hire, you are not eligible for floating holidays during your year of hire. On January 1 of each following year, you will accrue three floating holidays.

If you complete 12 months (from your hire date) of continuous City employment you earn a paid holiday for your birthday date on your next following birthday. Unless otherwise approved by your manager or supervisor you must use this holiday in the pay period in which your birthday occurs.

If you terminate employment with the City for any reason and are paid-out your remaining vacation time, you will not be compensated for any holidays that fall during the vacation time payout period.

VACATION LEAVE

The City recognizes that free time is important to your physical and mental wellbeing. If you are a full-time employee, you earn paid vacation leave to provide opportunities for rest, relaxation and personal pursuits. For specific information regarding your department's vacation leave policy, please see your supervisor or manager. If you are governed by a collective bargaining contract, please contact your collective bargaining representative for guidance on vacation leave. Part-time, seasonal and temporary employees are not eligible for paid vacation leave.

If you are hired on or before June 30 of the year of hire, you are eligible for five days of vacation leave. You must use this vacation leave on or before December 31 of the year of hire or your vacation leave is forfeited. On January 1 of each following year, you will accrue your total annual vacation leave.

If your hire date is on or after July 1 of the year of hire, you are not eligible for vacation leave during your year of hire. On January 1 of each following year, you will accrue your total annual vacation leave.

If your length of employment is less than 10 years and you resign between January 1 and June 30 of any year, you will be paid for accrued, unused vacation leave up to a maximum of two weeks.

You accrue your vacation leave annually on January 1 of each year based on your service year anniversary for the upcoming year.

At the Mayor's sole discretion, a department head or other employee may be granted vacation leave in an amount and at a time the Mayor deems appropriate.

The following chart shows the vacation leave you earn annually on January 1.

Full-Time Employees

Length of Employment	Annual Accrual
0-4 years	2 weeks
5-9 years	3 weeks
10-14 years	4 weeks
15 or more years	5 weeks

POLICIES APPLICABLE TO VACATION LEAVE

To take vacation leave you should request advance approval from your supervisor or manager. A request is reviewed and approved based on a number of factors, including business needs and staffing requirements during the proposed time off period. If multiple requests are received for time off on a specific date, requests will generally be granted on a first-come first-serve basis for a particular date; however, this rule will not apply where specific dates are requested on a recurring basis. Though not anticipated, your department head may, subject to unexpected business needs, deny, modify or cancel a vacation leave request.

Vacation leave is paid at your base pay rate at the time of absence. It does not include overtime or any other forms of compensation such as incentives, commissions, bonuses or shift differentials.

As stated above, you are encouraged to use available vacation leave for rest, relaxation and personal pursuits. In the event that available hours are not used by the end of the benefit year, you may not carry unused vacation leave time

forward to the next benefit year, unless approved in writing by the Mayor.

You may take vacation leave in increments as permitted by your department's guidelines. See your manager or supervisor for additional information. You will be paid upon Retirement or Resignation (subject to the Employment Termination Section of this handbook) for your accrued, unused vacation leave.

If you are discharged from City employment for any reason other than the result of a workforce reduction, restructuring or similar event, you will not be paid for your accrued unused vacation leave time.

If a paid holiday observed by the City occurs during your vacation leave, you will be paid for the holiday and will not be charged vacation leave. If you are hospitalized while on vacation, the time from the date of your hospitalization until your medical provider releases you, may, at your election, be sick leave instead of vacation leave. If you become ill while on vacation but are not hospitalized, your absence is counted as vacation leave.

If you transfer between City departments you retain your balance of accrued vacation leave. On January 1st of the next calendar year, you will then earn vacation time at the appropriate accrual for your new position. If you are a part-time, temporary or seasonal employee who transfers to a full-time position, you are treated as a new employee for purposes of vacation leave.

SICK LEAVE

The City recognizes that you will need days off from work to address your or your family's medical needs. If you are a full time employee, you accrue one sick day per month from your date of hire, for a total of 12 days per year. You may accrue sick leave to a maximum of 40 days. Part-time, seasonal and temporary employees are not eligible for paid sick leave.

POLICIES APPLICABLE TO SICK LEAVE

You are permitted to use sick leave in one hour increments for your personal illness, well-care and medical, vision and dental appointments. You may also use up to five days of sick leave annually for illness and well-care of a member of your immediate family, including your spouse, child, parent or sibling.

Your use of sick leave is for the purpose of sickness or injury and not as an extension of vacation leave. You are expected to be at home while on sick leave unless you are on a medical related errand or appointment. Abuse of sick leave can result in discipline up to and including termination of employment. Abuse of sick leave may include but is not limited to:

- Taking the day off before or after a holiday,
- Calling in sick on the same days each year,
- Having a vacation request denied and calling in sick on those days,
- Having an unusual number of sick days on Mondays or Fridays, or
- Otherwise creating suspicion or showing an unusual pattern of sick leave

You must follow the City's, or if applicable, your department's call-in policy before each absence due to illness or injury in order to be paid for sick leave. In the case of an emergency, you, your spouse, adult family member or other responsible party must call in as soon as reasonably possible.

When planning medical treatment, you must consult with your manager or supervisor and make a reasonable effort to schedule the leave so as not to disrupt your department's operations. If sick leave is foreseeable, you must give your manager or supervisor as much advance notice of the need for leave as is practicable under the circumstances.

Sick leave is paid at your base pay rate at the time of absence. It does not include overtime or any other forms of compensation such as incentives, commissions, bonuses or shift differentials.

The City may require you to provide a statement from a medical provider in circumstances where your illness extends beyond three working days.

If you are a new employee, you may not use sick leave until you have satisfactorily completed 90 days of service (from your date of hire) at which time your accrual of sick leave will be retroactive to your date of hire.

If you transfer between City departments you retain your balance of accrued sick leave. If you are a part-time, temporary or seasonal employee who transfers to a full-time position, you are treated as a new employee for purposes of sick leave.

You are not paid for accrued, unused sick leave upon termination of your employment.

EMERGENCY LEAVE

At the sole discretion of your department head, you may be provided three hours of paid emergency leave annually in the event your immediate family (spouse, child, parent or sibling) or a member of your household has an emergency illness or injury. This benefit is available to you if you are a full-time employee.

Emergency leave is paid at your base pay rate at the time of absence. It does not include overtime or any other forms of compensation such as incentives, commissions, bonuses or shift differentials.

Part-time, seasonal and temporary employees are not eligible for this benefit.

You are not paid for accrued, unused emergency leave upon your termination of employment.

PERSONAL LEAVE

If you are a full-time employee, you accrue two paid personal leave days annually on January 1 which may be used for any reason. Part-time, seasonal and temporary employees are not eligible for this benefit.

POLICIES APPLICABLE TO PERSONAL LEAVE

If you are a new employee, you do not accrue your paid personal leave until you have competed 12 months of service (from your date of hire) at which time your accrual of personal leave will be retroactive to January 1.

When planning to use personal leave, you must consult with your manager or supervisor and make a reasonable effort to schedule the leave so as not to disrupt your department's operations.

You are permitted to use personal leave in one hour increments. In the event that available hours are not used by the end of the benefit year, you may not carry unused personal leave time forward to the next benefit year.

Personal leave is paid at your base pay rate at the time of absence. It does not include overtime or any other forms of compensation such as incentives, commissions, bonuses or shift differentials.

If you transfer between City departments you retain your balance of accrued personal leave. If you are a part-time, temporary or seasonal employee who transfers to a full-time position, you are treated as a new employee for purposes of personal leave.

You are not paid for accrued, unused personal leave upon your termination of employment.

BEREAVEMENT

The City recognizes that a time of bereavement is very difficult for you. The City provides bereavement leave to you if

you are a full time employee. If bereavement leave coincides with a holiday, you will receive holiday pay for the holiday and may not extend your bereavement leave to include the holiday. Part-time, seasonal and temporary employees are not eligible for this benefit.

You are eligible for five workdays of paid bereavement leave for the death of your spouse, domestic partner, child, parent and corresponding in-law or step-relative of your spouse or domestic partner.

You are eligible for three workdays of paid bereavement leave for the death of your grandparent, grandchild or sibling, and corresponding in-law, or step-relative of your spouse or domestic partner.

You are eligible for five workdays of paid bereavement leave for the death of your uncle, aunt, niece or nephew if the relative lived in your home.

You are eligible for one workday of paid bereavement leave for the death of an uncle, aunt, niece or nephew.

You are eligible for one workday of paid bereavement leave to attend the funeral of a fellow employee, subject to the staffing needs of your department as determined by your department head.

JURY DUTY

The City encourages you to fulfill your civic responsibilities by serving jury duty when required. You, if you are a full-time employee, will be paid at your base rate, for up to a two-week period. In turn, you must sign over to the City any amounts paid by the court during the period of jury duty. Alternately, you may instead use personal or vacation time, as approved by your department head, and keep any amounts paid by the court during the period of jury duty. Part-time, seasonal and temporary employees are not eligible for this benefit.

In order to properly administer this policy, if you are called for jury duty, you should take the following steps so that your supervisor or manager can make arrangements to accommodate your absence:

- advise your supervisor or manager of your jury duty schedule;
- show your jury duty summons to yours supervisor or manager;
- work your scheduled hours on the days you do not report to jury duty;
- return to work if you are dismissed from jury duty, and you could reasonably work at least two hours; and
- provide the Controller's Office with a statement from the appropriate court office stating a record of the days reported and the amount of time spent at court.

The City or you, or both, may request you be excused from jury duty if, in the City's judgment, your absence would create serious operational difficulties.

Benefits will continue uninterrupted during any leave for jury duty. In addition, sick leave time will continue to accrue at your current rate during unpaid jury duty leave using your average hours worked per week.

TIME OFF FOR COURT APPEARANCES

An employee (full-time, part-time and temporaries) will be granted time off work for court appearances when requested to appear by a court order or subpoena. This policy does not apply if the employee is a party to the lawsuit or other court matter.

An employee should arrange time off immediately upon receipt of the subpoena and forward a copy of the subpoena to Human Resources. The employee will be required to use any accrued and unused paid time off, or the time will be unpaid. Time off will be granted and will not count against the employee's attendance record.

TIME OFF TO VOTE

Each employee is encouraged to vote in local, state and national elections. Since the polls are open for extended hours, it is expected that an employee will vote before or after regular working hours.

INCLEMENT WEATHER

Because of the City's commitment to customer services, closure of City departments due to weather is rare.

However, the City recognizes that throughout the year there may be times when you are unable to report to work due to circumstances caused by inclement weather (snow, ice, heavy rain and flooding, electrical, high winds, etc.).

In the event that your department closes due to severe weather conditions, you may take vacation or personal leave time or elect to be unpaid for that period, <u>except</u> as provided below.

If your department closes and the county where it is located is under a red-level warning or an "emergency personnel only" restriction issued by authorized government authorities, you will be paid for your scheduled time during that period (and you do not have to elect to take paid vacation or personal leave.)

If you live in a county where a red-level warning or an "emergency personnel only" restriction is issued by authorized government authorities, and your department is located in a different county that is not under a warning or restriction and therefore is open, you must take vacation or personal leave time for that period. You should also follow the City's or if applicable, your department's guidelines regarding required call-in procedures.

LEAVES OF ABSENCE

The City offers you several different types of leave, each of which has specific eligibility factors and guidelines. These leaves are described below.

MILITARY LEAVE

A military leave is granted to you if you are inducted, enlisting or otherwise participating in military service consistent with applicable state and federal laws.

DISCRETIONARY LEAVE OF ABSENCE

Your presence on the job is vital to the City's goal of providing consistent, high-quality services to our citizens. However, the City recognizes that you may have a personal or family emergency that necessitates an absence from the job for an extended period of time. If your circumstances do not otherwise qualify you to seek a leave under the City's other leave policies, you may apply for a Discretionary Leave of Absence.

If you are a full-time employee (a part-time, seasonal or a temporary employee will generally not be granted a discretionary leave of absence) and have not yet satisfactorily completed 12 calendar months of continuous employment from your date of hire, you will not generally be granted a Discretionary Leave of Absence, except under unusual circumstances.

You will not be paid during a Discretionary Leave of Absence. However, the City will maintain your coverage under its health benefit plan for up to 12 weeks, subject to you paying your portion of the health benefit plan premium. You must substitute any accrued paid leave for all or any part of an otherwise unpaid Discretionary Leave of Absence.

Approval of a Discretionary Leave of Absence shall be at the City's sole discretion. If you want to apply for a Discretionary Leave of Absence, you should fill out a *Discretionary Leave of Absence Request Form* that is available from Human Resources. Once completed, the form should be provided to Human Resources. A representative from Human Resources will discuss your request with your supervisor and manager and your department head. A decision will be made and communicated to you as soon as practical.

In reviewing your request for a Discretionary Leave of Absence, the City will be guided by the following:

- Leaves are a privilege that may or may not be granted depending upon the circumstances and your employment record. In considering a leave request, the City will evaluate the following factors as well as any others that are deemed by the City to be relevant:

  - Can arrangements be made for adequate coverage during the absence?
  - Does your past work performance and attendance warrant granting a leave?
  - Are your reasons for requesting the leave true, justifiable and in compliance with other provisions of this policy?
  - Is it your stated intention to return to work at the City when your leave expires?

- A Discretionary Leave of Absence may not exceed 12 weeks, unless an extension is sought and granted as provided below.
- Your job is not protected during a Discretionary Leave of Absence, unless otherwise required by law. The City has the right to fill your job during your leave. Therefore, it cannot be guaranteed that a position will be available to you at the conclusion of a Discretionary Leave of Absence.
- Your leave request will be reviewed by your supervisor or manager, your department head and Human Resources. The request will either be approved or denied based upon the nature of the request and other provisions of this policy.
- If you do not return to work at the end of a Discretionary Leave of Absence, and you have not filed a request for an extension, you will be considered to have voluntarily resigned your position with the City. If an extension request is denied, you must return to work or you may request an Administrative Leave of Absence (see policy below). In addition, if you are offered a position but you reject it, this rejection will be considered to be a voluntary resignation.
- An extension of a Discretionary Leave of Absence will be considered only under these circumstances:

  (a) If your Discretionary Leave was less than twelve (12) weeks, you may make a written request for an extension. You must send the written request to Human Resources at least two (2) weeks in advance of the original leave's expiration date. A representative from that department will consult with your supervisor or manager and department head. If you fail to submit an extension request within two (2) weeks of the leave's expiration date, an extension request may be considered only if the you demonstrate to the City's satisfaction that your personal circumstances prevented you from submitting the extension request at least two (2) weeks in advance of the leave's expiration date. Human Resources will then discuss the extension request with your supervisor or manager and your department head and advise you as to whether the extension request has been granted or denied.

  (b) If you are a qualified individual with a disability, as defined by the Americans with Disabilities Act, you may request an extension of a Discretionary Leave of Absence by making a written request for an extension of the leave and sending it to Human Resources. Human Resources will then discuss the extension request with your supervisor or manager and department head and advise you as to whether the extension request has been granted or denied.

- Your length of service status is considered uninterrupted while on a Discretionary Leave of Absence. Upon returning to work, you will be eligible for all benefits appropriate for employment status and length of service.

- Working elsewhere while on leave will be considered that you have voluntarily resigned your position unless you: (a) were working at the other job prior to your leave with your City supervisor or manager's

permission; or (b) obtained your City supervisor or manager's advance written permission to work elsewhere during the leave.

ADMINISTRATIVE LEAVE OF ABSENCE

If you do not qualify for any other leave under the City's policies, you may apply for an Administrative Leave of Absence. If you are a full-time employee (a part-time, seasonal or temporary employee will generally not be granted an Administrative Leave of Absence) and have not yet completed 12 calendar month of continuous employment from your date of hire you will not generally be granted an Administrative Leave of Absence, except under unusual circumstances.

The approval of an Administrative Leave of Absence shall be at the City's sole discretion. If you want to apply for an Administrative Leave of Absence, you should fill out an *Administrative Leave of Absence Request Form* that is available from Human Resources. Once completed, the form should be provided to Human Resources. A representative from Human Resources will discuss your request with your supervisor or manager and your department head. A decision will be made and communicated to you as soon as practical.

You will not be paid during an Administrative Leave of Absence. In addition, the City will not maintain your coverage under its health benefit plan. If eligible, you may apply for continuation of this coverage pursuant to your COBRA rights. You must substitute any accrued paid leave for all or any part of an otherwise unpaid Administrative Leave of Absence.

In reviewing your request for an Administrative Leave of Absence, the City will be guided by the following:

- Leaves are a privilege that may or may not be granted depending upon the circumstances and your record. In considering a leave request, the City will evaluate the following factors as well as any others that are deemed by the City to be relevant:

  - Can arrangements be made for adequate coverage during the absence?
  - Does your past work performance, attendance and attitude warrant granting a leave?
  - Are your reasons for requesting the leave true, justifiable and in compliance with other provisions of this policy?
  - Is it your stated intention to return to work at the City when your leave expires?

- An Administrative Leave of Absence may not exceed 12 weeks, unless an extension is sought and granted as provided below.
- Your job is not protected during an Administrative Leave of Absence, unless otherwise required by law. The City has the right to fill your job during your leave. Therefore, it cannot be guaranteed that a position will be available to you at the conclusion of the leave.
- Your leave request will be reviewed by your supervisor or manager and department head. The request will either be approved or denied based upon the nature of the request and other provisions of this policy.

- If you do not return to work at the end of an Administrative Leave of Absence, or you have not filed a request for an extension, you will be considered to have voluntarily resigned your position with the City. In addition, if you are offered a position but you reject it, this rejection will be considered to be a voluntary resignation.
- An extension of Administrative Leave of Absence will be considered only under these circumstances:

  (a) You may make a written request for an extension by submitting the request to Human Resources at least two (2) weeks in advance of the original leave's expiration date. A representative

from that department will consult with your supervisor or manager and your department head. If you fail to submit an extension request within two (2) weeks of the leave's expiration date, an extension request may be considered only if you demonstrate to the City's satisfaction that your personal circumstances prevented you from submitting the extension request at least two (2) weeks in advance of the leave's expiration date. Human Resources will then discuss the extension request with your supervisor or manager and department head and advise you as to whether the extension request has been granted or denied.

(b) If you are a qualified individual with a disability, as defined by the Americans with Disabilities Act, you may request an extension of an Administrative Leave of Absence by making a written request for an extension of the leave and sending it to Human Resources. Human Resources will then discuss the extension request with your supervisor or manager and department head and advise you as to whether the extension request has been granted or denied.

(c) Generally, an Administrative Leave of Absence may not extend for more than twelve (12) months (measured from the first day of your leave). If you fail to return to work within that period, you will be considered to have resigned. The only exception is in the case where you seek and are granted an extension of your leave due to your personal circumstances.

- Your length of service status is considered uninterrupted while on an Administrative Leave. Upon returning to work, you will be eligible for all benefits appropriate for employment status and length of service.

- Working elsewhere while on leave will be considered that you have voluntarily resigned your position unless you: (a) were working at the other job prior to your leave with your City supervisor or manager's permission; or (b) obtained your City supervisor or manager's advance written permission to work elsewhere during the leave.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

PURPOSE

The purpose of this policy is to promote a healthier balance between work and family and to allow you to have time to participate in child rearing, to attend to serious illnesses affecting your immediate family and yourself and to attend to exigencies related to the military service of certain family members, in compliance with the Family and Medical Leave Act of 1993 ("FMLA").

SCOPE

Pursuant to the terms of this policy, you, if an eligible employee, are entitled to take up to a combined total of 12 weeks of unpaid, job-protected leave per 12-month period for certain family and medical reasons, as well as for certain qualifying exigencies related to the military service of certain family members.

In addition, up to twenty-six (26) weeks of unpaid, job-protected leave in a single 12-month period may be available in certain circumstances related to the care of covered service members. If you are taking leave to care for a covered service member you are limited to a total of 26 weeks of leave for any combination of reasons in a single 12-month period.

ELIGIBILITY

If you have been employed by the City of Lafayette ("City") for a total of at least 12 months (not necessarily consecutive), have worked at least 1,250 hours during the previous 12 months, and are employed at a worksite where

50 or more employees are employed by the City within 75 miles of that worksite you are eligible for FMLA leave. Eligibility will be determined as of the date the leave commences.

The **total** amount of FMLA leave you are entitled to take for any of the purposes set forth in this policy, or any combination of purposes, is 12 weeks during any rolling 12-month period measured backward from the last date you use FMLA leave. However, if the leave is to care for a service member, the total amount available is twenty-six (26) weeks during the 12-month period measured forward from the date your first FMLA leave to care for the covered service member begins.

In situations where both spouses are employed by the City, the City has the right to limit your total combined amount of leave to twelve (12) weeks when the leave is due to the birth or adoption of a child, care of a child after birth or adoption, to care for a parent who has a serious health condition or to twenty-six (26) weeks when the leave is to care for a covered service member.

A REQUEST FOR LEAVES OF ABSENCE

You generally are expected to give at least 30 days advance notice to Human Resources of intent to take a foreseeable FMLA leave, such as in the case of a planned medical procedure or treatment. Where 30 days advance notice is not possible, you must give as much notice as is practicable. Usually, it will be practicable to notify the City on the same day or the next business day after becoming aware of a need for leave. If you fail to give 30 days' advance notice of foreseeable FMLA, your leave may be denied leave until 30 days after the date you provide the required notice.

If the need for a leave (including leave taken due to a qualifying exigency, as defined below) is not foreseeable, you are generally expected to give notice to the City as soon as practicable. You must comply with the City's absence-reporting procedures unless unusual circumstances exist that do not allow you to use those procedures. If you fail to provide adequate notice of an unforeseeable leave you may be denied this leave. In addition, if you who fail to comply with the City's or as applicable your department's call in or absence-reporting procedures you may be subject to appropriate disciplinary action, up to and including termination of employment.

Subject to the health care provider's approval, you, when requesting leave for a planned medical procedure or treatment, must make a reasonable effort to schedule the procedure or treatment so as not to disrupt the City's operations.

If you seek leave due to an FMLA-qualifying reason for which the City has previously provided FMLA-protected leave (such as when you have an approved certification for intermittent leave), you must specifically reference the qualifying reason for leave or the need for FMLA leave when reporting the absence.

TYPES OF LEAVE

- ***FAMILY LEAVE***

You will be granted unpaid FMLA leave for the birth of your child or the placement of a child with you for adoption or foster care and then to care for the child. Family leave must be concluded no later than 12 months after the birth or placement of your child.

- ***MEDICAL LEAVE — SERIOUS HEALTH CONDITION OF YOU OR YOUR FAMILY MEMBER***

You will be granted unpaid FMLA leave for: (1) your own "serious health condition" (see definition below) that makes you unable to perform the functions of your job, or (2) the serious health condition of your spouse, child, or parent (this does not include parents-in-law).

The phrase "serious health condition" means an illness, injury, impairment or physical or mental condition that involves:

(a) any in-patient care (*i.e.*, an overnight stay) in a hospital, hospice, or other residential medical care facility (including any period of incapacity or any subsequent treatment in connection with the in-patient care);

(b) any period of incapacity of *more* than 3 full, consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves: (i) treatment two (2) or more times within the first 30 days of the first day of incapacity by a health care provider, by a nurse under the direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider (with the first treatment occurring within the first seven (7) days of incapacity), or (ii) treatment by a health care provider on at least one occasion within the first seven (7) days of the incapacity which results in a regimen of continuing treatment under the supervision of a health care provider;

(c) any period of incapacity due to pregnancy or for prenatal care;

(d) any period of incapacity or treatment for an incapacity due to a chronic serious health condition;

(e) any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, if you (or a family member) is under the continuing supervision of (but not necessarily receiving active treatment by) a health care provider; or

(f) any period of absence to receive multiple treatments by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that likely will result in a period of incapacity of more than 3 consecutive calendar days in the absence of medical intervention or treatment.

"Incapacity" means the inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore or recovery therefrom.

A "chronic condition" requires at least two (2) visits per year for treatment by a health care provider or by a nurse under the direct supervision of a health care provider.

"Serious health condition" includes any condition which gives rise to an absence from work that is covered by the City-provided disability programs (for either occupational or non-occupational disabilities or diseases), provided the absence also satisfies (a), (b), (c), (d), (e), or (f) above.

- ***SERVICEMEMBER CAREGIVER LEAVE—SERIOUS INJURY OR ILLNESS OF FAMILY MEMBER IN THE MILITARY***

If you are the spouse, son, daughter, parent or nearest blood relative ("next of kin") of a "covered service member" you will be granted leave, not to exceed a total of 26 weeks during a single 12-month period, to care for the covered service member. During the 12-month period, you are entitled to 26 weeks of leave for any combination of

leaves under this policy. However, you still may not take more than 12 weeks of leave for reasons other than service member caregiver leave during the 12-month period used for calculating those leaves.

(a) "Covered service member" means:

(1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is: (a) undergoing medical treatment, recuperation or therapy; (b) is otherwise in "outpatient status" (see definition below); or (c) is otherwise on the temporary disability retired list, for a "serious injury or illness" (see definition below); or

(2) a "veteran" (see definition below) who is undergoing medical treatment, recuperation or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy (excluding the period between October 28, 2009 and March 8, 2013).

(b) "Outpatient status" means that a covered service member is assigned to:

(1) a military medical treatment facility as an outpatient; or

(2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

(c) "Veteran" means a person who served in the active military, naval or air service and who was released or discharged under conditions that were not dishonorable.

(d) "Serious injury or illness" means:

(1) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness incurred by the covered service member in the line of duty while on active duty (or that existed before the beginning of the service member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) that may render the covered service member medically unfit to perform the duties of his or her office, grade, rank or rating; and

(2) in the case of a veteran, an injury or illness that was incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran, and is:

(i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank or rating;

(ii) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for service member caregiver leave;

(iii) a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; or

(iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

(e) The single 12-month period for purposes of this form of leave only, begins on the first day you take FMLA leave to care for a covered service member and ends exactly 12 months after that date. If you do not exhaust your 26 weeks of leave entitlement during the single 12-month period, any remaining portion of the original leave entitlement will be lost. In the event you need additional leave to care for a different covered service member (or the same service member with a subsequent serious injury or illness), you will have another single 12-month period during which you can use 26 weeks of leave. Note, however, that you are limited to 26 weeks of leave in each single 12-month period for any combination of caregiver leaves or other leaves under this policy.

If you take this form of leave, any leave taken under the Indiana Military Family Leave Act or other applicable state military family leave law will run concurrently with the above leave.

- ***QUALIFYING EXIGENCY LEAVE***

If you are the spouse, son, daughter or parent of a "military member" (defined below) you will be granted FMLA leave on account of the qualifying exigencies defined below. Unless otherwise stated, leave for these reasons may only be taken when the military member has been called to covered active duty or is on covered active duty.

(a) **Short notice deployment.** If a military member is given less than seven (7) days' notice of deployment to covered active duty, you may take FMLA leave within the seven (7) days after the notice to address any issue that arises from such notice;

(b) **Military events and related activities.** You may take FMLA leave to attend an official ceremony, program or event sponsored by the military member's military entity, or to attend family support or assistance programs and informational briefings sponsored or promoted by the military member's military entity or the American Red Cross;

(c) **Childcare and school activities.** You may take FMLA leave in order to arrange for alternative childcare for a military member's child's existing childcare arrangement; to provide childcare on an urgent, immediate need basis arising from a military member's covered active duty or call to covered active duty status; to enroll or transfer a military member's child into a new school; or to attend meetings at a military member's child's school or daycare facility that are required due to a military member's call to covered active duty or covered active duty;

(d) **Parental Care.** You may take FMLA leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. This care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility or attending meetings with staff at a care facility.

(e) **Financial and legal arrangements.** You may take FMLA leave in order to make or update financial or legal arrangements associated with a military member's absence or call to covered active duty status, or to act as a military member's representative during covered active duty or within 90 days after covered active duty before a federal, state or local agency for purposes of obtaining, arranging or appealing military service benefits;

(f) **Counseling.** You may take FMLA leave in order to attend counseling for yourself , the military member or the military member's child provided that the need for counseling arises from the military member's covered active duty or call to covered active duty status;

(g) **Rest and recuperation.** You may take up to fifteen (15) days of leave for each instance that you desire to spend time with a military member who is on short-term, temporary, rest and recuperation leave during the period of deployment for covered active duty;

(h) **Post-deployment activities.** You may take FMLA leave to attend an official ceremony or program sponsored by the military for a period of ninety (90) days following the termination of a military member's covered active duty status, or to address issues arising from a military member's death while on covered active duty status; and

(i) **Additional activities.** You may take FMLA leave in order to address any other issue arising out of a military member's covered active duty or call to covered active duty status, provided that the City and you mutually agree to both the timing and duration of this leave.

"Military member" means your spouse, son, daughter or parent on covered active duty or call to covered active duty status (or who has been notified of an impending call to covered active duty). "Covered Active duty or call to covered active duty status" means: (1) for members of the regular Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) for members of the reserve components of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation under certain statutes that authorize ordering certain retired

members of the Regular Armed Forces and Reserve to active duty, ordering certain reserve component members to active duty and calling the National Guard into federal service.

If you take this form of leave, any leave taken under the Indiana Military Family Leave Act or other applicable state military family leave law will run concurrently with the above leave.

CERTIFICATION REQUIREMENTS

Original, completed certifications or recertifications (as applicable) must be provided to the City within 16 days following the City's request for the certification or recertification. If the certification or recertification is not provided as set forth above, leave may be denied or discontinued until it is provided.

- ***MEDICAL LEAVE***

Your request for leave due to a serious health condition (either your own or that of a family member) must be supported by a timely certification issued by a health care provider. Any cost by a health care provider for a certification is at your cost. A form for this certification can be obtained from Human Resources. Recertification generally may be required periodically, depending on the circumstances. The City may elect to obtain a second, and in some circumstances, a third, opinion, at the City's cost, of the existence of a serious health condition.

At the City's option, if your own serious health condition is covered under a City-provided disability plan or worker's compensation, forms completed for these benefits may be deemed by the City to be sufficient to certify an FMLA leave.

- ***SERVICEMEMBER CAREGIVER LEAVE***

Your request for service member caregiver leave must be supported by a timely certification issued by an authorized health care provider. A form for this certification can be obtained from Human Resources. When requesting service member caregiver leave you must timely complete the portions of the certification form asking for information about the leave to be taken. The City may elect to obtain a second, and in some circumstances, a third, opinion of the existence of a serious illness or injury if the health care provider completing the certification is not affiliated with DOD, VA or TRICARE.

In lieu of the certification form described above, the City will accept as sufficient certification "invitational travel orders" ("ITOs") or "invitational travel authorizations" ("ITAs") issued to any family member to join an injured or ill service member at his or her bedside. The City will accept an ITO or ITA as sufficient certification for an employee otherwise entitled to take FMLA leave to care for a covered service member even if the employee is not named in the ITO or ITA. If the employee will require leave beyond the expiration date specified in the ITO or ITA, the employee will be required to submit a completed certification form, as described above. The employee may also provide documentation of the service member's enrollment in the VA Program of Comprehensive Assistance for Family Caregivers in lieu of the certification. If enrollment documentation is submitted, the City may require you to provide additional information, such as confirmation of the familial relationship to the enrolled service member or documentation of the veteran's discharge date and status.

- ***QUALIFYING EXIGENCY LEAVE***

Your request for qualifying exigency leave must be supported by a timely certification and supporting documentation. A form for this certification can be obtained from Human Resources.

INTERMITTENT OR REDUCED SCHEDULE LEAVE

Intermittent or reduced schedule leave may be taken either as part of your leave for a qualifying exigency, or for a serious health condition (either your own or that of a family member) or to care for a covered service member, if the leave is certified as medically necessary by a treating health care provider.

Leave taken following the birth or placement of a child or for the care of a child following birth or placement and not for a serious health condition generally cannot be taken intermittently or on a reduced leave schedule unless specifically requested and approved by the City. These requests will be considered on a case-by-case basis, taking into consideration your position and the current operational needs of the City. However, intermittent or reduced schedule leave may be taken if certified as medically necessary if the mother has a serious health condition in connection with the birth of her child or if the child has a serious health condition. If you are seeking intermittent or reduced schedule leave for a serious health condition or to care for a covered service member you must submit a medical certification issued by a health care provider. The City may elect to obtain a second, and in some circumstances, a third, opinion at the City's cost, of the medical necessity for intermittent or reduced schedule leave for a serious health condition (either your own or that of a family member).

If you are requesting an intermittent or reduced schedule leave you must attempt to schedule the leave so as not to disrupt the operations of the City, and, if you require foreseeable intermittent leave, the City may require you to transfer temporarily to an available alternative position with equivalent pay and benefits for which you are qualified and which better accommodates your leave.

SUBSTITUTION OF PAID LEAVE

You must substitute any accrued paid time off ("accrued paid time off" for purposes of the FMLA policy means vacation, sick leave and other paid days off that are accrued or earned) for all or any part of an otherwise unpaid FMLA leave. All substituted leave will be counted against your FMLA entitlement. Furthermore, if the FMLA leave is being taken for your own serious health condition and that serious health condition also entitles you to leave under a City-provided disability program or other medical leave policy these leaves will run concurrently.

If you substitute paid leave for otherwise unpaid FMLA leave, you may be required to comply with the requirements for taking this leave under the City's policies. Please refer to the City's paid leave policies for those requirements.

BENEFITS DURING LEAVE

Existing medical, dental, vision and prescription drug benefit coverage ("Health Benefits"), if any, and certain other benefits, will remain in force during your FMLA leave period as long as required contributions, if applicable, are made by you during this period according to the procedure set forth below.

While on an *unpaid* FMLA leave, your required contribution for Health Benefits coverage must be submitted by the first of each month or as otherwise agreed to in writing between the City and you. During any *paid* portion of an FMLA leave, your contribution for Health Benefits and other benefit coverage will continue to be made by payroll deduction or by whatever alternative method is normally utilized for making these contributions when you are on paid leave.

If your contribution is not made within 30 days of the due date, all Health Benefits and other benefit coverage for which you are required to contribute can be terminated, provided the City has given you 15 days advance written notice of the termination of coverage. Upon return from the FMLA leave, even if Health Benefits or other benefit coverage has lapsed, you will be reinstated to benefit coverages on the same terms as prior to taking the leave, without any qualifying period, physical examination or pre-existing condition limitation. Any changes made by the City to employee contributions for Health Benefits or other benefit coverage will apply to employees on FMLA leave.

If you fail to make required contributions for Health Benefits or other benefit coverage, and the City elects to make the employee contributions on your behalf to keep the coverage in effect during an FMLA leave period, the City may recover the amount of the contributions made by the City *for you* regardless of whether you return from FMLA leave. This repayment may be accomplished through payroll deductions, and you will be expected to authorize the deductions until all amounts are reimbursed to the City.

If you fail to return to work after FMLA leave has been exhausted, the City may recover *its share* of the contribution paid by the City for maintaining your Health Benefits coverage during any period of *unpaid* FMLA leave, provided the employee fails to return to work for a reason other than the continuation, recurrence or onset of a serious health condition of you or your family member or a serious injury or illness of a covered service member or other circumstances beyond your control. (Note that in the event of a serious health condition or serious injury or illness, the City may require medical certification of the condition, which must be provided by you within 30 days of the request). You will not be considered to have returned to work unless you work for at least 30 calendar days.

After 12 weeks of medical leave (or twenty-six (26) weeks in certain circumstances), you may be eligible for continuation of health coverage at your own expense under the federal law known as COBRA.

During any period of FMLA leave, you will continue to be covered under any life and disability insurance programs of the City at the same level and under the same conditions, including the payment of required premiums, for which coverage would have been provided if you had continued in employment continuously for the duration of the leave.

You will not receive pay for a holiday which occurs during a full week of FMLA leave which is unpaid (either because no paid leave is substituted for the unpaid leave or because all paid leave has been exhausted). If the leave is less than a week, you will be paid for a holiday which occurs during the leave in accordance with the City's policies related to holiday pay.

RESTORATION TO POSITION

Generally, when you are returning from FMLA leave within 12 weeks (or twenty-six (26) weeks in certain circumstances as described above) you will be returned to the job position you held when you went on leave, or you may be placed in an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

When you return from unpaid FMLA leave you will be restored to your position at the same seniority and benefit level as you had immediately before the unpaid leave began. You will not accrue benefits, such as paid time off, while on unpaid leave.

Exceptions to this restoration will include, but not be limited to, changes in the work force such as reductions in force, layoffs or elimination of positions/departments such that there is no position to which you would be entitled if you had not taken the leave.

RETURN TO WORK

While on FMLA leave you must inform Human Resources periodically of your status and intent to return to work following the expiration of your approved FMLA leave. Upon returning from FMLA leave you must be able to assume all of the essential functions of your job upon return, subject to compliance with all state and federal laws. As a condition to restoring you whose leave was based on your own serious health condition, the employee must provide, at the employee's cost, a fitness-for-duty certification from your health care provider stating that you are able to resume work. The City may also require your health care provider to address your ability to perform the essential functions of your job. If the City will require this documentation, it will provide you with a list of essential functions or a document containing that information and inform you of the requirement. A fitness-for-duty certification will not be

required from you when returning from intermittent or reduced schedule leave unless reasonable safety concerns exist regarding your ability to perform your duties, in which case the City may request a fitness-for-duty certification once every thirty (30) days in connection with a leave.

FAILURE TO RETURN FROM LEAVE

Unless required otherwise by law, if you are granted a leave of absence under these provisions and you fail to return to work upon expiration of the leave granted you shall be classified as "voluntarily terminated."

MISCELLANEOUS

If you accept, while on a leave of absence, employment elsewhere in a manner that conflicts with the City's need for a leave from the City, you will be terminated from employment as of your last day worked. In addition, if you use a leave of absence for any reason other than what has been requested, you will terminated from employment as of your last day worked.

The City will not discriminate or retaliate against you as a result of or interfere with the approved use of FMLA leave or a proper request for the leave. A request for FMLA leave will be considered without regard to race, color, citizenship status, national origin, ancestry, gender, age, religion, physical or mental disability, familial status, veteran status, gender identity or any other legally-protected classification. Employees should report any conduct that they believe violates the policy to Human Resources.

MILITARY FAMILY LEAVE POLICY

PURPOSE

The City has established this policy for you if you have an immediate family member in the military. The purpose of the policy is to give you time to spend with your loved one before, during or following a period of active duty. The policy provides for a leave of absence and the continuation of benefits, in compliance with the Indiana Military Family Leave Act.

SCOPE

Pursuant to the terms of this policy, you may be eligible to take up to 10 days of unpaid, job-protected leave per calendar year in conjunction with the active duty of an immediate family member in the armed forces.

ELIGIBILITY

You are eligible for military family leave under this policy only if: (1) you have been continuously employed by the City for at least 12 months; (2) you have worked at least 1,500 hours during the 12-month period prior to the commencement of the requested leave; and (3) you are the spouse, parent, grandparent, child or sibling of a family member who is ordered to full-time active duty of at least ninety(90) days in any of the armed forces of the United States or the National Guard.

LENGTH AND TIMING OF LEAVE

The total amount of family military leave that you may take during any given calendar year is 10 days. There is no carryover of unused days to the following year.

You may take unpaid military family leave: (1) during the 30-day period before active duty orders of your immediate family member are in effect; (2) during a period in which your immediate family member ordered to active duty is on leave and while the active duty orders are in effect; and (3) during the 30-day period after the active duty orders of your immediate family member are terminated. You must substitute any earned paid leave, except for paid medical or sick leave, available to you for any otherwise unpaid military family leave.

A REQUEST FOR LEAVE OF ABSENCE

If you intend to take military family leave, you must provide written notice of the date you desire the leave to begin, including a copy of the active duty orders, if available, to the Human Resources department. This notice must be given at least 30 days before the commencement of the leave. However, if the active duty orders of the family member are issued less than 30 days before the date the requested leave is to begin, you must provide notice of the leave as soon as possible. Failure to provide notice, as described in this policy, may result in denial of leave. The City may require you to provide verification of eligibility for the leave. If you fail to provide verification of eligibility or proper notice for the leave within the time required by the City, any absences will be considered unexcused.

BENEFITS DURING LEAVE

While taking military family leave, you will continue to receive applicable health care benefits, such as health coverage, prescription drug coverage, vision and dental care or any other health related benefits.

RESTORATION TO POSITION

Generally, when returning from family military leave, you will be returned to the job or position that you held prior to the leave. At its option, the City may also place you in an equivalent position with equivalent benefits, pay and other terms and conditions of employment. Exceptions to your restoration rights will include, but not be limited to, changes in the work force such as reductions in force, layoffs or elimination of positions/departments such that there is no position to which you would be entitled had you not taken the leave.

COORDINATION WITH FMLA

To the extent a leave under this policy also qualifies for leave under the FMLA, those leaves will run concurrently.

-SECTION 8-

SAFETY AND RELATED POLICIES

SAFETY

You must learn and comply with the safety rules and regulations for the City. You must immediately report any hazardous condition, personal injury or accident you witness to your supervisor or manager. Failure to report accidents and injuries immediately may delay or jeopardize benefits otherwise available to you, and can further result in disciplinary action up to and including termination of employment on account of the failure to report.

ACCIDENTS

If you witness or discover an accident involving employees, citizens or visitors you should:

- Notify your supervisor or manager immediately.
- Not attempt to move the injured person without medical evaluation.
- Note the condition causing the accident.
- Avoid any statement concerning cause, fault or liability.
- Complete an incident report.

ANTI-RETALIATION

As an employee you have the right to report work-related injuries and illnesses without fear of retaliation. The City is prohibited from terminating your employment or in any manner discriminating against you for reporting work-related injuries or illness.

OTHER SAFETY, HEALTH AND HOUSEKEEPING REQUIREMENTS

You have the basic responsibility to keep your work area clean, orderly and safe.

It is the policy of the City to actively comply with the Occupational Safety and Health Act (OSHA) to help assure safe and healthful working conditions. You are obligated to strictly adhere to all safety and health rules and regulations designed to carry out the purpose of this statute.

The City has designed the workplace so that it is a safe place to work. You are most familiar with your own work area and the possible hazards in it. If there are hazardous conditions that exist in your work area, it is your responsibility to bring them to the attention of your supervisor or manager or the City's Safety Committee.

To help ensure your safety and maintain an enjoyable work environment, you need to understand and cooperate in following basic safety, health and housekeeping requirements:

- An injury, regardless of how insignificant it may seem, is to be reported to a supervisor or manager immediately;
- Do not run;
- No horseplay;
- Do not operate any equipment unless properly trained;
- Keep equipment clean, orderly and in its proper location;
- Good housekeeping practices are to be followed at all times. Keep common areas such as break rooms, lunch rooms, lockers, office areas, rest rooms, parking lot, etc. clean and orderly at all times; and
- Dispose of all trash in proper containers.

These rules are based on the common respect that should always be shown for one another. Please do your part to keep the City a clean, safe and pleasant place to work.

For more rules relating to safety, health and housekeeping, please refer to the City's Safety Policy.

WORKPLACE VIOLENCE POLICY

The City has a zero-tolerance policy for workplace violence, verbal and nonverbal threats and related actions. You should immediately report to your supervisor or manager any incidents or threats.

Firearms and weapons **may not** be brought into the workplace at any time, unless authorized by your job description. If you violate this policy, you are subject to disciplinary action, up to and including termination of employment. (Note: Indiana law permits the possession of unloaded firearms in parking areas under certain circumstances (i.e., must be locked and not in view. The City will comply with this law.)

-SECTION 9-

TRAVEL POLICIES

ABSENCE FOR OFFICIAL CITY BUSINESS

The City may request you attend meetings, conferences, etc. that relate to City business. Pay while on official business is limited to your regular daily amount of pay for the applicable work week.

BUSINESS TRAVEL EXPENSES

The City will reimburse you for reasonable and customary business travel expenses that are incurred while on

assignments away from your regular work location. All business travel must be approved in advance by your supervisor or manager.

In selecting educational programs to attend, you should make every effort to find programs that meet the educational need in the most cost-effective way. Usually, it will be more cost-effective to attend a program close to home, and that program should be selected. If a particular program is offered in several locations, the program that is closest to your home will typically be more cost-effective and should be selected.

When approved, the actual costs of travel, meals, lodging and other expenses directly related to accomplishing business travel objectives will be reimbursed by the City. You are expected to limit expenses to reasonable and customary amounts. Failure to do so, or exercising poor judgment in regard to expenses, may result in disciplinary action, up to and including termination of employment. If there is any doubt, you should always talk to your supervisor or manager about an expense that will be incurred, before the expense is actually incurred. This practice is the best way to avoid later questions and issues.

Expenses that generally will be reimbursed include the following:

- Airfare or train fare for travel in coach or economy class or the lowest available fare.
- Car rental fees, only for compact, economy or mid-sized cars.
- Fares for shuttle or airport bus service, where available; costs of public transportation and for other ground travel.
- Taxi fares, only when there is no less expensive reasonable alternative.
- Mileage costs for use of personal cars, only when less expensive reasonable transportation is not available.
- Cost of standard accommodations in the conference or seminar hotel or low to mid-priced hotels, motels or similar lodgings. (Costs relating to room service or other in-room amenities will not be reimbursed.)
- Cost of meals. (Cost of alcoholic beverages will not be reimbursed.)
- Tips not exceeding 15% of the total cost of a meal or 10% of a taxi fare.
- Charges for telephone calls, fax, internet connections and similar services that is required for business purposes.

If you are involved in an accident while traveling on business you must promptly report the incident to your supervisor or manager.

You may be accompanied by a family member or friend on business travel (at your expense). However, the presence of a companion must not interfere with the successful completion of business objectives. Generally, you are also permitted to combine personal travel with business travel, as long as time away from work is approved. All additional expense arising from the non-business travel is your responsibility.

When travel is completed, you should submit completed travel expense reports within 10 days. A report must be accompanied by receipts for all individual expenses.

You should contact your supervisor or manager for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs that were not incurred or that were non-business related will result in disciplinary action, up to and including termination of employment.

If you are given a City credit card, the card is strictly to be used for business expenses only. If a mistake is made

where you use the credit card for a personal expense, you will be expected to reimburse the City within 24 hours of the date the expense was discovered. The failure to use the credit card in accordance with City policies or in an irresponsible manner may result in immediate termination. (Note: this policy applies in the case of travel on City business and in any other situation when you are provided a City credit card.)

TRAVEL PAY POLICY

For a non-exempt employee, the following compensation policies comply with federal work, whether it is to perform his or her normal duties, for a business trip, training, conference or other business-related meeting (including training or conferences that take place out-of-town):

"In-Town" Travel

An employee is not paid for the time that it takes to travel to and from his or her regular work site. This is referred to in this policy as "normal commuting time." However, if travel takes place during normal work hours, the employee is paid for that time.

One-Day Travel to Another City that Takes Place within One Day

If the employees travel involves going outside of the city he or she works, and the travel does not involve an overnight trip, the employee will be compensated for the time required to travel to and from that other city (note, this paid time will be reduced by the employees "normal commuting time," which is defined as the time that the employee would have spent in traveling to his or her regular work site and in going home from that site).

Overnight Travel to Another City

If travel involves an overnight trip, the employee will be paid for travel hours that coincide with his or her regular work hours regardless of the day of the week. For travel hours that fall outside the employee's regular work hours, the employee will not be paid. However, he or she will be paid for the actual time worked during traveling, but keep in mind that the employee should not work during this non-compensable time unless his or her supervisor requests it, and this work time must be documented with the number of hours worked and work that was performed.

There may be times when an employee has a choice whether to drive or fly to the other city. If the employee has an option to fly, but he or she decides to drive, only the time that it would have taken to fly to the destination is compensable. However, the time that he or she spends as a passenger in an airplane, automobile, bus, train or boat that falls outside of his or her regular work hours will not be paid. City employees are expected to keep detailed records of all time spent on travel to another city (i.e., departure from home, arrival at airport, flight departure and arrival times, taxi (or other transport) to hotel, time spent working, in meetings, etc.). Normal meal periods are not paid.

Example 1: An employee's normal work schedule is 8 am to 5 pm. The employee is scheduled for a training session in New York that will occur on Monday morning. Because the meeting is on Monday morning, the employee has to take a flight to New York on Sunday, and will stay overnight in a hotel, attend the training session on Monday, and then return home on Monday evening. As stated above, the general rule is that the employee is paid for travel time that coincides with his/her normal work schedule (i.e., in this case, for hours between 8 am and 5 pm). In this example, assume it is a Sunday and the employee leaves Lafayette at 4 am to catch a flight that leaves Indianapolis at 6 am and arrives in New York at 8 am. The employee then catches a taxi to the hotel which takes half an hour, and check-in at the hotel takes another half an hour. Therefore, the employee would be paid for one hour of travel time (8 am to 9 am). Once the employee is checked in, assuming that he/she has this time to themselves, no further hours are paid for that day.

Example 2: The employee attends the training session on Monday morning, which begins at 7:30 am and ends at 4 pm. The employee then takes a taxi to the airport for his or her flight that leaves at 7 pm and arrives in Indianapolis at 9 pm. The employee picks up his or her car at 9:30 and drive back home to Lafayette, arriving at 11:00 pm. The hours that are paid for Monday are 7:30 am to 5 pm.

An exempt employee does not receive any extra compensation for travel associated with his or her work. An exempt employee may earn compensatory time. For further details see the section on Compensatory Time.

A FINAL WORD

As stated in the introduction, this handbook presents an overview of the City's policies that have been established to help you in your job. If you have any questions not answered by this handbook, please ask your supervisor or manager or a member of the Human Resources department.

EMPLOYEE HANDBOOK RECEIPT AND ACKNOWLEDGMENT

This Employee Handbook is designed to give you a brief summary of the City of Lafayette's ("City") policies and procedures. While a great deal of information is included in this handbook, this handbook provides guidance only. The City's policies and expectations are not limited to those contained in this handbook.

Moreover, the benefits described in this handbook may be described in more detail in actual benefit plan documents or, as applicable, collective bargaining contracts. In the event of any conflict between the description of a benefit in this handbook, and the description in the actual plan document or collective bargaining contract, the latter shall govern in all respects.

I certify that I have received a copy of the City's Employee Handbook. I understand that I am responsible for reading and becoming familiar with its contents, and I agree to abide by the City's policies and procedures, the violation of which may result in disciplinary action, up to and including termination of employment. I have read the first paragraph of this Handbook Receipt, as set forth above, regarding the nature of this handbook and I understand and agree with it. Except as otherwise provided in an applicable collective bargaining contract, I also understand that my employment with the City is at-will, and that it can be terminated, with or without cause and with or without notice, at any time, at my option or at the City's option. My at-will status shall not change due to changes in compensation or job assignment. Moreover, unless a written contract to the contrary is entered into and signed by both me and by the City's Mayor, my employment shall remain at-will at all times.

In addition, I understand and acknowledge that this handbook is not a contract or guarantee of employment or employment for any fixed period of time, nor is it an offer, statement, or confirmation of any guaranteed terms or conditions of employment. I further understand and agree that nothing in the handbook is to be construed as an express or implied contract of employment. I also understand and agree that, as laws or the City's operational needs change, any policy or benefit described in this handbook may be modified by the City as it deems appropriate. Finally, I understand and agree that the terms and provisions of any employment policy, whether or not described in this handbook, may be unilaterally changed by the City at any time without notice and without any written revision of this handbook or distribution to me.

_____ _____

Employee Name (Please Print) Date

_____

Signature of Employee

cc: Human Resources File

CITY OF LAFAYETTE

SPECIAL EVENT - PUBLIC PROPERTY USER APPLICATION & AGREEMENT

DO NOT USE FOR
* Contractor vehicle permit
OR
* Single Day Temporary Parking Restriction Request

DIRECTIONS

Step One:

- If this request involves closing a street
  Contact Lafayette Police – Special Operations Division / 765-807-1272
- If this request involves renting the Big Four Depot - Community Room, Riehle Plaza, or John T. Myers Pedestrian Bridge
  Contact Facilities Department for availability / 765-807-1323

Step Two:

- Complete and submit this application to Lafayette Clerk's Office
  City Hall, 2nd floor, 20 N 6th Street, Lafayette, IN / 765-807-1021

User Information

Date of Event: OCT 17, 20 Time: From: 8 (am)/pm to: 10:30 (am)/pm

Name: DON CARR Organization: TUXEDO BROTHER

Street Address: 6265 BOONE RIDGE

City: ZIONSVILLE State: IN Zip Code: 46077

Contact person(s): DON CARR Phone Number(s): 317 340 1115

Email: don@tuxbro.com

Event Description: PURDUE BOILERMAKER HALF MARATHON

Caterer: – Caterer's Phone Number: –

This event will utilize the following venues (check all that apply):

☐ Big 4 Depot - Community Room ☐ Riehle Plaza ☐ John T. Myers Bridge

☐ City Right-of-way ☑ City Street ☐ Sidewalk ☐ Other _____

This event will include the following elements (check all that apply):

Estimated Attendance: _____ ☐ Private Trash Hauler (must be removed by 8am following day)

☑ Street/Sidewalk/Right-of-way restriction or closure ☐ Food or Beverages

☐ Restroom Facilities (required for events 4+ hours) ☐ Tents/Canopies

☐ Alcohol (security is required) ☐ Security (required when serving alcohol)

Not sure if you need an A&E Permit? Go to:

☐ Amusement & Entertainment Permit #_____ http://www.in.gov/dhs/2795.htm

☐ Stage ☐ Fireworks ☐ Outdoor cooker/grill ☐ Other _____

Optional Equipment & Services:

☐ Traffic Control: barricades, ***No Parking*** signs, water barriers, ***Road Closed*** Signs $25

☐ City Equipment: Trash totes, picnic tables, other $25

Timetable *(Minimum # of days. Advanced planning is encouraged; sequence remains the same)*

0	7 days		14 days	21 days			42 days
	Pre-planning		Notices	Event Preparation			Event
Begin	1st week	2nd week	3rd week	4th week	5th week	6th week	
	First contact	Submit Application Pre-event Meeting	Contact Neighbors prior to Board of Works Hearing	Board of Works Public Hearing & Approval			Date of Event

Application submittal checklist

☑ Application

☐ Pre-event meeting (if required)

☐ Good Neighbor letter to neighboring properties (send out prior to Board of Works hearing)

☑ Letter of request to Board of Works (omit if only using Big Four Depot community room)

☑ Receipt – payment made to City of Lafayette

- Damage Deposit: $ _____ (required only when renting Depot)
- Permit Fee: $ 25 (fee waived when renting Depot)
- Rental Fee: $ _____
- Equipment & Services: $ _____ (optional)

☑ Certificate of Insurance

☐ Amusement & Entertainment Permit # _____

Not sure if you need an A&E Permit? Want more information? Go to: http://www.in.gov/dhs/2795.htm and see definition of A&E Permit in **Rule and Regulations** instructions found at the same link as the **Special Event Application**

☑ Traffic Control / Public Safety / Emergency Plan

☑ User Agreement

☑ Board of Public Works and Safety meeting (if required)

USER AGREEMENT:

INDEMNIFICATION AND RELEASE. In consideration of being permitted the use of the venue(s) indicated above on this document (the "Property"), which Property is owned by the City of Lafayette, User as indicated below, for User and User's legal representatives, successors, and assigns, hereby releases waives and discharges the City of Lafayette, it officers, departments and employees and of them (herein collectively, "City") from all liability to User and User's officers, members, legal representatives, successors, invitees and assigns (herein collectively "User") from any and all loss or damage, and any claim of damages resulting therefore, on account of injury to persons or property arising out of possession or use of the Property, whether caused by the negligence of City, or any of them, or otherwise, resulting during the time the User is entitled to occupy and use the Property. User shall exercise the privileges under this Agreement at User's own risk, and irrespective of any negligence of City, User shall indemnify and hold City harmless from any and all liability for all damages, costs, losses and expenses resulting from, arising out of, or in any way connected with User's use and possession of the Property, including attorney fees incurred by City in defending any action arising out of User's possession or use of the Property, whether caused by negligence of the City, or any of them, or otherwise. City shall not be liable to User for any reason whatever User's occupation or use of the Property shall be hindered or disturbed. User agrees that User has made inspection of the Property and is not relying upon any representations of City or any of them as to the condition of state of repair of the Property or to its suitability for any particular purpose. This release, waiver, and indemnification is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I have read the above Indemnification and Release and the Policy and Rules governing the use of any public property, city street, sidewalk or public property within the city's right-of-way, the James F. Riehle Plaza, Big Four Community Room, and John T. Myers Main Street Pedestrian Bridge. I agree on my own behalf, and on behalf of the group or organization I am authorized to represent, to such Indemnification and Release and to follow such Rules and Regulations which are incorporated and made a part of this user agreement.

"Lafayette Board of Works"

By: _____

"User"

By: _____
Signature

Printed: DON CARR

Date: 1-29-20

8th ANNUAL
PURDUE BOILERMAKER HALF-MARATHON AND 5K

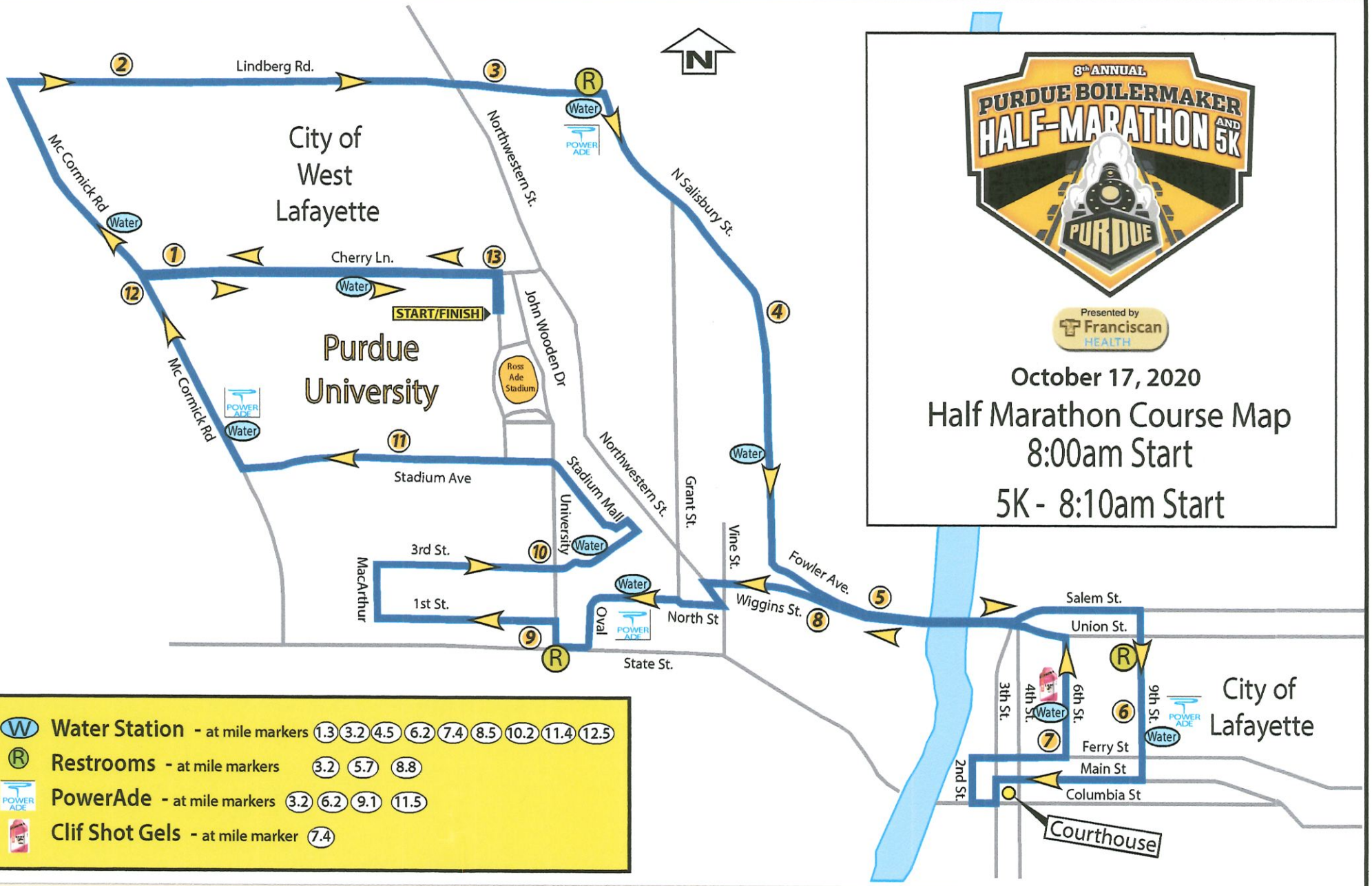
Presented by Franciscan HEALTH

October 17, 2020

Half Marathon Course Map

8:00am Start

5K - 8:10am Start



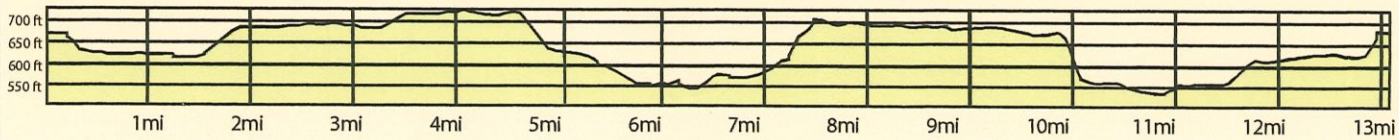
Water Station - at mile markers 1.3 3.2 4.5 6.2 7.4 8.5 10.2 11.4 12.5

Restrooms - at mile markers 3.2 5.7 8.8

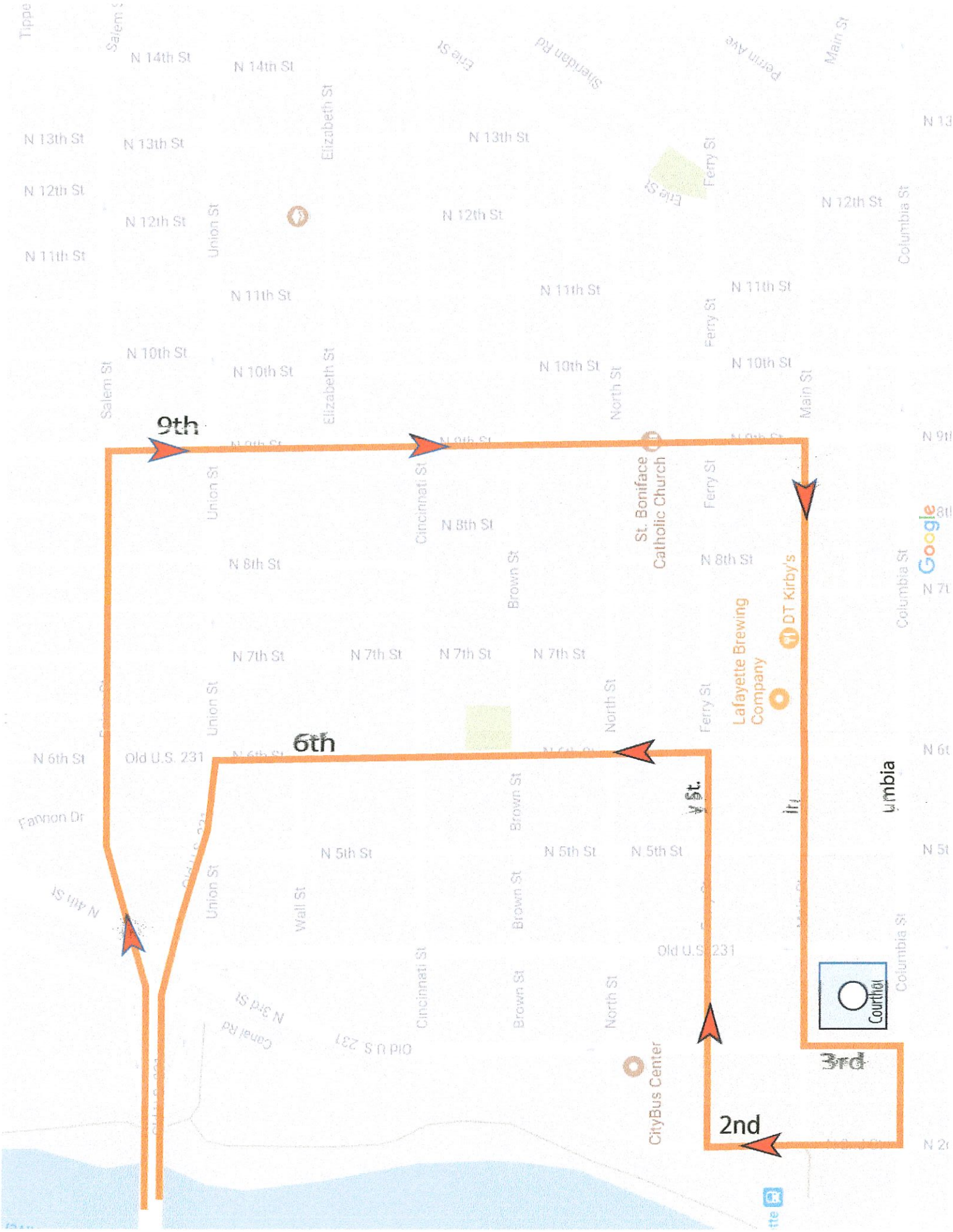
PowerAde - at mile markers 3.2 6.2 9.1 11.5

Clif Shot Gels - at mile marker 7.4

PURDUE BOILERMAKER HALF-MARATHON ELEVATION CHART



map by Tuxedo Brothers, Inc.


9th
6th
3rd
2nd
St. Boniface Catholic Church
DT Kirby's
Lafayette Brewing Company
CityBus Center
Courthouse
N 14th St
N 13th St
N 12th St
N 11th St
N 10th St
N 9th St
N 8th St
N 7th St
N 6th St
N 5th St
Old U.S. 231
Salem St
Union St
Elizabeth St
Erie St
Sheridan Rd
Perrin Ave
Main St
Ferry St
Columbia St
North St
Brown St
Cincinnati St
Wall St
Fannon Dr
N 4th St
N 3rd St
Canal Rd
Google

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Management Group
12730 Coldwater Rd Ste 103
Fort Wayne IN 46845

CONTACT NAME: Margaret Mayers
PHONE (A/C, No, Ext): (260) 338-2434 FAX (A/C, No): (765) 664-0761
E-MAIL ADDRESS: mmayers@insmgt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Casualty Company	11991
INSURER B: Nationwide Life Insurance Company	66869
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Road Runners Club of America/2020 and Its Member Clubs
1501 Lee Highway
Suite 140
Arlington VA 22209

COVERAGES **CERTIFICATE NUMBER:** 2020 $1M A.I. **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Legal Liability to [ ] Participant $1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Per Event Basis			KRO0000008194100	12/31/2019	12/31/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse and Molestation	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 5,000,000 $ 1,000,000 $ 500,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			KRO0000008194100	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Excess Medical & Accident ($250 Deductible/Claim)			BAX0000031001200	12/31/2019	12/31/2020	Excess Medical AD & Specific Loss	$10,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Lafayette City-Parish Consolidated Government, its officials, employees and volunteers are NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 10/17/20 Purdue Boilermaker Half Marathon INSURED RRCA CLUB/EVENT MEMBER: Tuxedo Brothers, Inc, Att'n: Don Carr, 6265 Boone Ridge, Zionsville, IN 46077 Processed by VE

CERTIFICATE HOLDER

10/17/20 City of Lafayette
20 N. 6th Street
Lafayette IN 47906

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terry R. Dillon

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MISCELLANEOUS PAYMENT RECPT#: 2013535
City of Lafayette, IN
20 N 6th St
Lafayette IN 47901

DATE: 02/04/20 TIME: 15:58
CLERK: sscott DEPT:
CUSTOMER#: 999
MISC CUSTOMER
COMMENT:

CHARGES:
APG1 APPLICATION FEE 25.00
AMOUNT PAID: 25.00

PAID BY: TUXEDO BROTHERS/DON
PAYMENT METH: CHECK
22750
REFERENCE:

AMT TENDERED: 25.00
AMT APPLIED: 25.00
CHANGE: .00