



**CITY OF WEST WENDOVER
EMPLOYEE PERSONNEL POLICIES**

1.0

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CONTENTS

1.0 GENERAL PROVISIONS	1
1.1 Purpose.....	1
1.2 Scope and Conflicts.....	1
1.3 Computing Time for Notices.....	1
1.4 Administration	1
1.5 Types of Employment and Eligibility for Benefits	1
1.5.1 Types of Employment.....	1
1.5.2 Employee Compensation	1
1.5.3 Entitlements to Employees	1
1.6 Administrative Directive.....	2
1.7 Change of Address	2
1.8 Failure to Receive Notices/Written Communication.....	2
1.9 Employee Identification Cards.....	3
1.10 Chain of Command	3
1.11 Personnel Files	4
1.11.1 Guidelines	4
1.11.2 Maintenance of Personnel Files	5
1.11.3 Employee Access.....	5
1.11.4 Negative Information.....	5
1.11.5 Employee Information Submitted.....	6
1.11.6 Verification of Employment	6
1.12 Confidential Information.....	6
1.12.1 Identification of Confidential Information.....	6
1.12.2 Access to Confidential Information	7
1.12.3 Disposal of Personnel Records	8
1.13 Related Forms (General Provisions)	9 and APPENDIX “A”
 2.0 EMPLOYEE RELATIONS.....	 10
2.1 Union Rights	10
2.1.1 Bargaining Representatives	10
2.1.2 Bargaining Rights	10
2.1.3 Bargaining Unit	10
2.2 Requests for Legal Work.....	10
2.3 Fair Employment Practices	10
2.3.1 Policy	10
2.3.2 Scope	11
2.3.3 EEO Officer Designated	11
2.4 Anti-Harassment	11
2.4.1 Policy.....	11
2.4.2 Prohibited Conduct/Behavior	11
2.5 Dealing with Allegations of Discrimination and/or Prohibited Conduct/Behavior(s).....	12
2.5.1 Process	12
2.5.2 Employee Responsibilities.....	12
2.5.3 Supervisor/Manager Responsibilities	13
2.5.4 Investigation	13
2.6 Training	14
2.7 Prohibition Against Retaliation	14
2.8 Employee Dating.....	14
2.8.1 Policy.....	14
2.8.2 Employee Responsibilities.....	14
2.8.3 Supervisor/Manager Responsibilities	14
2.9 Employee Bullying.....	14
2.9.1 Definition.....	14
2.9.2 Purpose	15
2.9.3 Prohibited Conduct	15

2.9.4	Dealing with Allegations of Bullying	15
2.9.5	Prohibition Against Retaliation	16
2.10	Employment Disabilities	16
2.10.1	Purpose	16
2.10.2	Policy	16
2.10.3	Determination of Disability	16
2.10.4	Disability-Related Inquiries	17
2.10.5	Confidentiality of Medical Records.....	17
2.10.6	Requirements of Other Laws	18
2.10.7	Glossary of ADA-Related Terms.....	18
2.11	Drug and Alcohol Free Workplace	19
2.11.1	Policy	19
2.11.2	Employee Responsibilities.....	21
2.11.3	City Manager Responsibilities.....	23
2.11.4	Department Head Responsibilities.....	23
2.11.5	Employer Responsibilities	23
2.11.6	Employer Education	24
2.11.7	Employee Assistance and Voluntary Referral	24
2.11.8	Reasonable Suspicion Testing	25
2.11.9	Post-Accident Testing.....	26
2.11.10	All Positions and Department Safety-Sensitive Positions	27
2.11.11	Random Testing.....	27
2.11.12	Return-to-Work Testing/Follow-Up Testing	28
2.11.13	Consequences of Refusal to Submit to Testing/Adulterated Specimen	28
2.11.14	Testing Guidelines	28
2.11.15	Options for Drug Retest.....	29
2.11.16	Searches	29
2.11.17	Discipline Related to Abuse	29
2.11.18	Confidentiality	30
2.12	Prohibition of Workplace Violence.....	31
2.12.1	Policy	31
2.12.2	Scope	31
2.12.3	Implementation.....	31
2.12.4	Violations.....	32
2.12.5	Temporary Restraining Orders	32
2.13	Employment of Relatives and Minors.....	33
2.13.1	Employment of Relatives Policy	33
2.13.2	Consanguinity/Affinity Chart	34
2.13.3	Employment of Minors Policy.....	34
2.14	Code of Ethical Standards.....	34
2.14.1	Policy	34
2.15	Political Activity	36
2.15.1	Policy	36
2.15.2	Running for, or Holding Public Office	37
2.16	Solicitation Prohibited.....	37
2.16.1	Employee Activities.....	37
2.16.2	Non-Employee Activities	38
2.17	Work Stoppage Prohibited	38
2.18	Coercion of the Aged, Blind or Disabled	38
2.19	Use of Employer Property and Premises.....	38
2.20	Phone Policy	39
2.20.1	Policy	39
2.21	Information Technology.....	40
2.21.1	Policy	40
2.21.2	Privacy.....	40
2.21.3	Use.....	40
2.21.4	Prohibited Uses.....	41

2.22	Social Networking Policy.....	42
2.22.1	Policy.....	42
2.22.2	General Provisions.....	42
2.22.3	Employer Monitoring.....	42
2.22.4	Reporting Violations.....	43
2.22.5	Discipline for Violations.....	43
2.22.6	Authorized Social Networking.....	43
2.22.7	Rules and Guidelines.....	43
2.22.8	Personal Blogs and Social Networking Sites.....	44
2.23	Use of Tobacco.....	45
2.24	Outside Employment.....	45
2.24.1	Policy.....	45
2.24.2	Conflicting Employment.....	45
2.24.3	Procedure.....	46
2.25	Personal Appearance.....	46
2.25.1	Policy.....	46
2.25.2	Enforcement.....	47
2.26	Children in the Workplace.....	48
2.26.1	Policy.....	48
2.27	Reporting Convictions.....	48
2.27.1	Policy.....	48
2.28	Whistleblower Protection.....	48
2.28.1	Purpose.....	48
2.28.2	Definitions.....	48
2.28.3	Filing an Appeal, Ordinance 2010-07.....	49
2.28.4	Appointment of Hearing Officer(s).....	49
2.28.5	Appeal Hearings.....	49
2.28.6	Prohibition of Threats or Coercion.....	50
2.28.7	Disclosure of Untruthful Information.....	50
2.28.8	Annual Summary.....	50
2.29	Related Forms (Employee Relations).....	50 and APPENDIX “B”

3.0	EMPLOYMENT.....	51
3.1	Scope.....	51
3.2	Source of Candidate.....	51
3.3	Job Announcements.....	51
3.3.1	Prior to Recruitment.....	51
3.3.2	Open Recruitment.....	52
3.3.3	In-House Recruitment.....	52
3.4	General Requirements for Filing of Applications.....	52
3.4.1	Forms.....	52
3.4.2	Signatures.....	53
3.5	Application Filing Periods.....	53
3.6	Eligibility of Applicants.....	53
3.6.1	Applicant Disqualification.....	53
3.7	Limitation of Applicant Pool to Most Qualified.....	54
3.8	Examination Process.....	54
3.8.1	Administration of Examinations.....	54
3.8.2	Factors Evaluated.....	54
3.8.3	Types of Examinations.....	54
3.8.4	Minimum Standards.....	54
3.9	Eligible Lists.....	55
3.10	Interviewing Applicants.....	55
3.11	Selection of Applicant for Hiring.....	55
3.12	Correction of Administrative Errors.....	56
3.13	Reference Checks.....	56
3.13.1	Policy.....	56
3.13.2	Acquiring References.....	56

3.13.3	Providing References.....	57
3.14	Applicant/Employee Investigations	58
3.14.1	Policy	58
3.14.2	Reports.....	58
3.14.3	Requirements	58
3.15	Offer of Employment	59
3.15.1	Job Offer Letters	59
3.15.2	Applicant Expenses	60
3.15.3	Pre-employment Drug/Alcohol, Department Safety-Sensitive, Safety-Sensitive	60
3.15.4	Other Conditions.....	61
3.16	Employee Orientation	61
3.17	Introductory/Probationary Period.....	61
3.18	Failure to Appear for Work.....	61
3.19	Transfers.....	62
3.19.1	Posting	62
3.19.2	Application	62
3.19.3	Tenure of Previous Position.....	62
3.19.4	Personnel File	62
3.19.5	Notice to Department Head	62
3.19.6	Transfer Date	62
3.19.7	Salary	62
3.19.8	Probationary Period	62
3.19.9	Benefits.....	62
3.19.10	Effect of Transfer.....	62
3.19.11	City Initiated Transfer.....	62
3.20	Promotions	62
3.20.1	In House.....	62
3.20.2	Application	63
3.20.3	Tenure of Previous Position.....	63
3.20.4	Selection Criteria	63
3.20.5	Process Required	63
3.20.6	Compensation	63
3.20.7	Date of Hire	63
3.20.8	Probationary Period	63
3.20.9	Market Upgrades	63
3.20.10	New Positions	63
3.20.11	Reclassification.....	63
3.21	Rehire	64
3.22	License/Occupational Certification.....	64
3.22.1	Purpose	64
3.22.2	Employee Responsibilities.....	64
3.22.3	Candidates/Employee Failure to Possess a Valid License, Certificate, Permit.....	65
3.23	Volunteer Program	65
3.23.1	Purpose	65
3.23.2	Scope	65
3.23.3	Planning.....	65
3.23.4	Recruiting, Screening, Interviewing and Selecting Volunteers	66
3.23.5	Managing Volunteers.....	66
3.24	Related Forms (Employment)	67 and APPENDIX "C"
4.0	POSITION CLASSIFICATION PLAN	68
4.1	Policy	68
4.1.1	Classification Plan	68
4.1.2	Classification	68
4.1.3	Maintenance and Revision.....	68
4.1.4	New Positions	68
4.1.5	Reclassifications	69
4.1.6	Reclassification and Reallocation Procedures	69

4.2 Related Forms (Position Classification Plan).....	70 and APPENDIX “D”
5.0 COMPENSATION PLAN	71
5.1 Pay Periods and Paydays.....	71
5.1.1 Paydays.....	71
5.1.2 Work Week Defined	71
5.1.3 Garnishment.....	71
5.1.4 Payroll Deductions.....	71
5.1.5 Other Deductions	71
5.1.6 Statement	71
5.1.7 Employee Responsibility	72
5.2 Work Time	72
5.2.1 Attendance	72
5.2.2 Work Schedules	72
5.2.3 Rest Periods	72
5.2.4 Meal Periods.....	72
5.2.5 Work Assignments.....	72
5.3 Time Reporting	73
5.3.1 Purpose of Time Reporting	73
5.3.2 Hours Worked.....	73
5.3.3 Position Designations, Exempt or Non-Exempt	74
5.3.4 Responsibility for Exempt or Non-Exempt Designation	74
5.3.5 Responsibility for Time Reporting	74
5.4 Overtime.....	74
5.4.1 Non-Exempt Employees	74
5.4.2 Exempt Employees	75
5.4.3 Safe Harbor.....	76
5.5 Rates of Pay	76
5.5.1 Compensation	76
5.5.2 Hiring Rate of Pay	77
5.5.3 Advanced Step Hiring.....	77
5.5.4 Salary on Promotion	77
5.6 Salary Increase Schedule.....	77
5.6.1 Step Advancement Authorized	77
5.6.2 Anniversary Date/Step Advancement.....	78
5.7 Withholding of Step Advancements.....	78
5.7.1 Job Performance	78
5.7.2 Unpaid Leaves of Absence	78
5.7.3 Granting of Withheld Advancements	78
5.8 Flat Rate Salaries (Some Exempt Positions).....	78
5.9 Work Out-of-Class	78
5.9.1 Policy.....	78
5.9.2 Assignments.....	79
5.9.3 Employee Eligibility	79
5.10 Related Forms (Compensation Plan).....	79 and APPENDIX “E”
6.0 LEAVE PLANS	80
6.1 Holidays	80
6.1.1 Holidays Designated.....	80
6.1.2 Declared Days.....	80
6.1.3 Observance	80
6.1.4 Worked Holiday Pay.....	80
6.1.5 Payroll.....	80
6.1.6 Holiday Pay	80
6.1.7 During Paid Leave	80
6.1.8 During Unpaid Leave	80
6.2 Annual Leave	81
6.2.1 Annual Leave Accrual	81

6.2.2	Eligibility Maximum Accrual	81
6.2.3	Use of Annual Leave	81
6.2.4	Annual Leave Pay at Termination	82
6.3	Sick Leave.....	82
6.3.1	Accrual.....	82
6.3.2	Use of Sick Leave	83
6.3.3	Placing an Employee on Sick Leave.....	84
6.3.4	Return to Work	84
6.3.5	Procedure	84
6.3.6	Sick Leave Sharing	85
6.3.7	Donated Sick Leave.....	85
6.4	Family and Medical Leave.....	85
6.4.1	Policy	85
6.4.2	Duration of and Reasons for Leave	87
6.4.3	Military Caregiver Leave.....	88
6.4.4	Notice of Leave.....	89
6.4.5	Certification of Leave	89
6.4.6	Designation Notice	90
6.4.7	Benefits Covered During Leave	91
6.4.8	Restoration to Employment	91
6.4.9	Return from Leave	91
6.4.10	Failure to Return from Leave.....	91
6.5	Leave of Absence Without Pay	92
6.5.1	Policy	92
6.5.2	Procedure	92
6.6	Court Leave.....	93
6.6.1	When Granted.....	93
6.6.2	Compensation	93
6.6.3	Late Start/Early Release.....	94
6.7	Bereavement Leave	94
6.8	Military Leave.....	94
6.8.1	Policy	94
6.8.2	Notice and Notification.....	94
6.8.3	Salary and Benefits	95
6.8.4	Reemployment.....	96
6.8.5	Discharge	96
6.9	Blood Donor Leave	96
6.10	Leave for Parents of Children Enrolled in School.....	96
6.11	Leave for Nursing Mothers	97
6.12	Related Forms (Leave Plans)	97 and APPENDIX "F"
7.0	BENEFITS	98
7.1	Health Insurance Coverage	98
7.1.1	Eligibility	98
7.1.2	Benefits	98
7.1.3	Plan Changes	98
7.1.4	Termination of Coverage.....	98
7.2	Life Insurance Coverage	98
7.2.1	Eligibility	98
7.2.2	Policy	98
7.2.3	Coverage.....	98
7.3	Retirement.....	98
7.4	Workers Compensation	98
7.5	Transitional Duty	99
7.5.1	Policy	99
7.5.2	Salary	100
7.5.3	Duration and Conditions of Transitional Duty	100
7.6	Deferred Compensation.....	100

7.6.1	Option	100
7.6.2	Contributions	100
7.6.3	Additional Benefit	100
7.6.4	Plan Documents	100
7.7	Educational Assistance.....	100
7.8	Special Licenses and Membership Fees	101
7.9	Related Forms (Benefits)	101 and APPENDIX “G”
8.0	TRAVEL EXPENSES.....	102
8.1	Policy	102
8.2	Allowances.....	102
8.2.1	Mileage	102
8.2.2	Lodging.....	102
8.2.3	Meals	102
8.2.4	Other Expenses	102
8.2.5	Unallowable Expenses.....	102
8.3	Processing	103
8.3.1	Claims.....	103
8.3.2	Advances	103
8.4	Related Forms (Travel Expenses)	103 and APPENDIX “H”
9.0	EMPLOYEE SEPARATION	104
9.1	Resignation.....	104
9.1.1	Notice.....	104
9.1.2	Return of Employer Property.....	104
9.1.3	Job Abandonment	104
9.1.4	Final Paycheck.....	104
9.2	Layoffs	104
9.2.1	Policy	104
9.3	Related Forms (Employee Separation).....	105 and APPEDIX “I”
10.0	PERFORMANCE MANAGEMENT.....	106
10.1	Statement.....	106
10.2	Purpose.....	106
10.3	Ongoing Communication Regarding Performance	106
10.4	Frequency of Performance Evaluations	106
10.5	Written Record	107
10.6	Personnel Actions Resulting from Performance Evaluations.....	107
10.7	Employee Involvement	107
10.8	Procedure	107
10.8.1	Steps in the Performance Evaluation Process	107
10.9	Related Forms (Performance Management).....	108 and APPENDIX “J”
11.0	DISCIPLINARY ACTIONS AND APPEALS	109
11.1	Discipline and Appeal	109
11.1.1	Justification of Discipline	109
11.1.2	Forms of Discipline	109
11.1.3	Notice of Suspension, Involuntary Demotion, Termination	109
11.1.4	Administrative Leave During Disciplinary Proceedings	110
11.1.5	Forms of Disciplinary Action	111
11.1.6	Due Process	111
11.1.7	Public Hearings.....	112
11.1.8	Disciplinary Grievance	112
11.2	Related Forms (Disciplinary Actions).....	112 and APPENDIX “K”
12.0	DISPUTE RESOLUTION	113
12.1	Definition of Dispute.....	113
12.1.1	Choosing Grievance Process, City Policy, Collective Bargaining Agreement	113

12.1.2	Informal Procedure	113
12.1.3	Formal Procedure.....	113
12.2	Related Forms (Dispute Resolution)	114 and APPENDIX “L”

13.0 DEFINITION OF TERMS 115

14.0 SAFETY MANUAL 120

14.1	Injury and Illness Prevention Program Plan	120
14.2	Management Commitment	120
14.3	Discipline	120
14.4	Safety Committee	121
14.5	Workplace Hazards Identification.....	122
14.6	Safety and Health Training	122
14.7	Employee Compliance with Safe and Healthy Work Practices.....	122
14.8	Safety Communications	123
14.9	Employee Safety Responsibilities	123
14.10	Safety and Accident Prevention.....	124
14.11	First Aid, Training, Kits, Posters.....	125
14.12	Safety Bulletin Board.....	126
14.13	Written Hazard Communication Program.....	126
14.14	General Safety Guidelines.....	129
14.15	Safety Equipment.....	132
14.16	Accidents Involving Defective Equipment.....	133
14.17	Driver’s Licenses.....	133
14.18	Minimum Qualifications for the Operation of City-Owned Motor Vehicles and Private.....	134
14.19	Use of City-Owned Motor Vehicles.....	134
14.20	Collision Investigation Involving City Employees and/or Vehicles.....	135
14.21	Employee Actions at Accident Scenes.....	135
14.22	On-the-Job Injury or Illness.....	136
14.23	Occupational Injury and Illness Record Keeping.....	136
14.24	Safety Orientation, Accident Investigation and Reporting.....	137
14.25	Traffic Control Certification.....	138
14.26	Insurance Claims.....	138

APPENDIX	A
	B
	C
	D
	E
	F
	G
	H
	I
	J
	K
	L
	M

1.0 GENERAL PROVISIONS

1.1 Purpose

These policies are established to carry out the **employer's (City of West Wendover, hereafter referred to as "employer")** personnel resolution, or personnel ordinance, or intent of the governing board to adopt uniform personnel policies that will enable each employee to make his/her fullest contribution to the programs and services of the **employer**, and to ensure, protect and clarify the responsibilities of employer and employees. **Except as may be specifically provided herein, these policies do not apply to appointive and elective officers.**

1.2 Scope and Conflicts

In cases where the application of these policies would conflict with a collective bargaining agreement that is in effect between a recognized employee organization and the **employer**, the provisions of the collective bargaining agreement shall govern. Further, nothing in these policies is intended to supersede applicable state or federal laws or administrative regulations related to personnel matters. Through the adoption of this manual, the City does not intend to establish new employment rights or broaden any existing rights under City, State and Federal Law. In the event these policies conflict with any applicable City, State or Federal Law or Regulation, at the time its application is to be considered, then existing City, State or Federal Law or Regulation shall be controlling to the extent of any such conflict.

1.3 Computing Time for Notices

The term "working days" is based upon a five (5) day work week, beginning on Monday and ending on Friday, excluding holidays.

1.4 Administration

The employer reserves the right to change these personnel policies at any time. Nothing contained in these policies is intended to confer any property right in continued employment or create or imply that a contract of employment exists, or to limit the power of the Council to repeal or modify these policies. The policies are not to be interpreted as promises of specific treatment. Moreover, these policies are not intended to create rights in any third party and shall not be interpreted or construed as doing so.

All employees of the **employer** are expected to read and familiarize themselves with the contents of these policies. After receiving and reviewing these policies, each employee is expected to sign an acknowledgement form (*reference: [Employer Personnel Policies – Acknowledgment and Receipt](#)*). The employee will receive notification by way of a payroll insert and should contact the H/R department to sign the acknowledgement form within the time period noted on the notification, for inclusion into his/her personnel file. Employees who fail to comply with these policies may be subject to disciplinary action, up to and including termination.

All changes, revisions, additions, and notices of deletions to these policies will be made available to all employees.

1.5 Types of Employment and Eligibility For Benefits

1.5.1 The types of City employment are:

1.5.1.1 Probationary Employee. An at-will employee on a trial status during the initial period of employment or during the initial period of employment at a new position due to transfer or promotion. All newly hired City employees or employees in a new position are on a probationary status which, unless provided otherwise by collective bargaining agreement or other policies, extends for 90 days from the date of hire. Probationary periods may be extended under special circumstances as determined by the employee's supervisor with the consent of the Department Head and City Manager.

- 1.5.1.2 Regular Full-Time Employee. An employee who has successfully completed the probationary period, is assigned to a position which is expected to continue for an indefinite duration, and works a shift schedule which will total no less than 2080 regular hours per year.
- 1.5.1.3 Part-Time Employee. An at-will employee who is assigned to a position which is expected to continue for an indefinite duration, and works a shift schedule of 20 hours or more, but less than 40 hours, per week.
- 1.5.1.4 Temporary Part-Time Employee. An at-will employee whose work assignment is limited in duration to six months or less, and works a shift schedule which on an annual basis would total less than 1,040 hours.
- 1.5.1.5 Student Intern Employee. An at-will employee who is regularly enrolled as a student in a recognized educational institution and is assigned to a full or part-time position which, in the case of post-secondary students, is related to the student's course of study, and which will continue for no longer than the current semester or term at the student's school; provided, however, that subsequent work assignments may be made for the same student for periods which correspond to the student's subsequent semester or term.

1.5.2 Employee Compensation. Employee compensation shall be stated in terms of yearly salary or hourly wage.

1.5.3 Entitlements to Employees. Entitlement to employee benefits shall be as provided:

1.5.3.1 Employees classified as regular full-time employees, full time at-will appointed employees or elected employees, shall receive all employee benefits so provided by the City by Policy and/or Ordinance. Probationary employees who, upon successful completion of their probationary periods, will be classified as regular full-time employees and shall be entitled to such benefits so provided, subject to applicable eligibility provisions and time periods.

1.5.3.2 All other categories of employees are not entitled to City benefits.

1.6 Administrative Directive

The City Manager shall have the authority and the duty to develop and promulgate administrative directives, interpretive memoranda, and other administrative procedures to execute these policies, and to implement the **employer's** personnel program on a consistent basis.

1.7 Change of Address

It is the responsibility of each employee to keep the **employer** informed, in writing, of current address, telephone number, change of name, and any other information relating to employment status.

1.8 Failure to Receive Notices/Written Communication

Written communications to employees considered to be *routine* in nature shall be delivered by regular mail to the current address on record or via email. Written communications to employees identified as *significant, important and/or time-sensitive* shall be hand-delivered or sent by certified mail, return receipt required, to the current address on record. All written communications to applicants shall be hand-delivered or sent by U.S. mail to the address shown on the application for employment or the most recent address as provided by the individual in the manner described in 1.7 above. The **employer** is not responsible in the event mail is not received. It is the employee's responsibility to respond to all **employer** communications, including those

mailed and/or emailed to the address on record. Failure to respond for any reason may have an adverse effect on an individual's employment status and/or result in disqualification from the selection and hiring process.

1.9 Employee Identification Cards

- 1.9.1 It is the policy of the City to issue employee identification cards to all regular full-time and regular part-time employees as well as appointed and elected employees. Cards may also be issued to other employees who may require City identification while working in remote job sites. The cards contain the following information: employee name, position, department, physical description, and emergency information.
- 1.9.2 The card should be carried at all times when an employee is acting in an official capacity. The card shall be used as identification, if requested by a member of the public or another City employee. It also provides immediate access to emergency information should an employee become injured or incapacitated on the job.
- 1.9.3 Unauthorized or inappropriate use of the employee ID card is prohibited and will result in disciplinary action, up to and including termination.
- 1.9.4 Police and Fire Departments may issue their own department identification card in addition to the City ID card.
- 1.9.5 The HR office is responsible for the preparation of the ID card. Each employee is responsible for possession of their ID card and to take care to protect it from loss, theft or misuse.
 - 1.9.5.1 Should a card be lost, damaged or destroyed, it should be immediately reported to the Human Resources Office.
 - 1.9.5.2 All identification cards remain the property of the City and shall be returned to the HR office upon termination of employment or by special request by the employee's department head or the HR office.
 - 1.9.5.3 It shall be the employee's responsibility to ensure accurate and timely updates of information contained on the employee identification card. All requests for re-issuance of employee ID cards shall be made by the employee to the HR office. All old ID cards shall be returned to the HR office before issuance of a new card. Employees who lose their card must pay for a replacement card.

1.10 Chain of Command

Every City employee is under the general direction of his or her Department Head and the supervisors of his or her department. Each employee must report all matters to the employee's immediate supervisor, in the first instance. If not satisfied with the response of the immediate supervisor, the employee may then report the matter to the Department Head and proceed up the Chain of Command as may be appropriate. However, if the employee's complaint involves a person in the Chain of Command and the employee has brought in the first instance, the matter to those members of the chain which may at a supervisory level be beneath that person, the employee must then proceed to the next member of the Chain of Command above that person.

Depending on the nature of the matter being addressed and raised by the employee, in appropriate circumstances, a member of the Chain of Command may decline to consider a matter which is appropriately within the jurisdiction and discretion of a lower level of the Chain of Command. For example, if an employee has a concern over work assignments, the person above the Department Head may deem it inappropriate to consider such a matter, and the City Manager

and those members above such Department Head in the Chain of Command may also decline to become involved in that matter.

Except as hereafter specifically stated, this Policy shall supersede any contrary provisions of City Policy or resolutions. In cases where the employee manual provides for and clearly indicates a specific Chain of Command then the provision of the employee manual shall be controlling. For example, if the employee manual requires a certain matter be taken to the Personnel Officer in the first instance, that Chain of Command is controlling. In instances of reporting discrimination/harassment refer to those specific policy provisions.

1.11 Personnel Files

1.11.1 Guidelines (Contents of Personnel File)

The contents of each employee's personnel file may include, at a minimum, the following:

- (a) Job description
- (b) Position's exempt/non-exempt status
- (c) Job application/resume
- (d) Job offer letter
- (e) Employment contract/any agreement between the employee and the employer
- (f) Signed acknowledgments including receipt of employer's policies and procedures, handbook, new employee orientation checklist, and related documents
- (g) Enrollment documentation for employer-sponsored benefits
- (h) Credit card, long distance calling card, and related agreements
- (i) Emergency contact information
- (j) Authorizations for release of information signed by employee
- (k) Salary history record including rates of pay and other forms of compensation
- (l) Employment history of positions held including promotion(s), demotion(s), transfer(s), layoff(s), and termination(s)
- (m) Training/education records including college transcripts
- (n) Performance evaluations
- (o) Performance improvement plan, letters of instruction, and reports of coaching/counseling session
- (p) Documentation of oral reprimand(s), written reprimand(s), disciplinary notice(s) and document(s)
- (q) Letters of recognition(s), commendation(s), congratulation(s)
- (r) Separation checklists
- (s) COBRA notice
- (t) Exit interview (unless confidentiality was guaranteed)

The personnel file should **NOT** include any of the following:

- (a) Grievances or the response thereto, excluding final determinations
- (b) I-9 immigration form and supporting documents
- (c) General correspondence
- (d) Any document which describes a medical or psychological condition of the employee or any other individual. (Medical and related documents must be kept in a separate, locked file to which access is strictly limited to those in a business "need-to-know" position.)
- (e) Investigation reports and supporting documents
- (f) Employment examination results (written and/or oral testing), excluding promotional scoring or ratings
- (g) Employment interview questionnaires and supporting materials (including documentation of remarks by oral examiners)

1.11.2 Maintenance of Personnel Files

The **employer** shall maintain a master personnel file for each employee. Separate “personnel” files will not be maintained by individual departments. However, training records and confidential records pursuant to NRS Chapter 289 may be maintained by the Police Department with copies provided to the City Manager. At the time of hire, each new employee will complete all government-required documentation, all **employer**-required documentation, and when applicable, documentation pertaining to such matters as benefit plans enrollment and beneficiary designations. Where required, the employee is responsible for providing a copy of his/her driver’s license or other required license or certificate. Additionally, an employee must notify his/her supervisor or manager of any suspension, restriction, or revocation of his/her driver’s license, permit, or other license or certification required for the performance of his/her assigned job.

1.11.3 Employee Access

1.11.3.1 An employee may view the contents of his/her personnel file upon request as provided in this section. All inspections, including the annual employee voluntary file review must be conducted in the presence of the City Manager or designee’. An employee may make copies of any or all documents in his/her file, but may not remove any documents from the file. The **employer** will provide only one (1) set of copies to the employee without charge per year. If the employee needs additional copies, s/he will be required to pay for them.

1.11.3.2 Each employee is responsible for the voluntary verification of information contained in the personnel file through a periodic audit. An appointment should be made with the City Manager or designee; only the City Manager or designee may remove items from the respective files. The purpose of the audit or inspection is to ensure accuracy and completeness of the file.

1.11.3.3 A former employee may request copies of the contents of his/her personnel file for up to 60 days from the date of separation. Refer also to Nevada Public Agency Personnel Records Maintenance Bulletin 6-1-2008, and NRS Chapter 613.075.

1.11.4 Negative Information

1.11.4.1 The **employer** shall not put negative or derogatory material in an employee’s file unless the employee has had a reasonable opportunity to review the material beforehand. The **employer** will require the employee to sign such material to acknowledge they have reviewed the material. This does not mean that the employee necessarily agrees with the content. If the employee refuses to sign such material, the **employer** may place it in the employee’s file with a dated notation that the employee refused to sign such material after having been given an opportunity to do so. Whenever possible, another supervisor or manager should be used as a witness to the employee’s refusal, and should co-sign the entry along with the originating supervisor.

1.11.4.2 If requested by the employee, derogatory material may be removed from the employee’s personnel file after twelve (12) months provided that the reason for the material has not been repeated during the twelve (12) months following being placed in the file, that removal of the material would not otherwise expose the City to litigation or allegations of negligent supervision or retention, or restrict the City from taking appropriate disciplinary action, and is approved by the City Manager.

1.11.5 Employee Information Submitted

Statements by an employee submitted in rebuttal to adverse material placed in his/her personnel file will be included in the employee's personnel file. The **employer** may place other information submitted by the employee in the personnel file if the **employer** finds that such information is relevant to the employee's work history with the **employer**.

1.11.6 Verification of Employment

Upon a request for verification of employment, the **employer** will provide only dates of employment, base salary, and job titles. The **employer** will not give out an employee's address or telephone number without proper authority; i.e., a written release signed by the employee, a court order, or a subpoena. (See *Section 6.13, Providing References*)

1.12 Confidential Information

1.12.1 Identification of Confidential Information. Except as required by applicable State Law, the following types of personnel information and employment records concerning current employees, former employees, and applicants for employment that the **employer** maintains are confidential as follows:

1.12.1.1 All information related to an employment application including, but not limited to, letters of reference, résumés, or his/her status as an applicant for employment.

1.12.1.2 All information that the employer received or compiled concerning the qualifications of an applicant or an employee including, but not limited to, reports by employers, law enforcement officials, or other individuals concerning the hiring, promotion, performance, conduct, or background of applicants or employees.

1.12.1.3 Ratings, rankings, scoring sheets, or remarks by members of an evaluation board or individual interviewer, concerning an applicant or results from any testing or employment screening process.

1.12.1.4 Materials used in employment examinations including answers, rating guides, score sheets, etc., on any written exam or rating criteria for interviews.

1.12.1.5 Information in an employee's file or record of employment which relates to his/her:

- (a) Performance;
- (b) Conduct, including any proposed or imposed disciplinary action taken;
- (c) Race, color, ethnic identity or affiliation, age, gender, marital status, pregnancy, number and names of dependents, military/veteran status, living arrangements, membership in any organization, sexual orientation, domestic partnership, gender identity/expressions, genetic information, political affiliation, membership in Nevada National Guard, national origin, disability, date of birth, or social security number;
- (d) Past or present home address, telephone number, post office box, or relatives; and
- (e) All information concerning the voluntary or involuntary termination of an employee, other than the dates of actual employment.

1.12.1.6 The name of an employee's/former employee's designated beneficiary.

1.12.1.7 All medical information concerning an employee or applicant including, but not limited to:

- (a) Pre-employment and post-employment medical and psychological examinations;
- (b) Disability and documentation relating to reasonable accommodation requested or granted;
- (c) Drug testing;
- (d) Genetic information;
- (e) Pregnancy, doctor's certification and other communication; and
- (f) Any other medical information that an employee or applicant has voluntarily provided or the **employer** has requested.

1.12.1.8 All confidential medical information shall be kept in files segregated from other personnel and employment records. Access to such files shall be strictly limited to those with a demonstrable business need-to-know. This would include:

- (a) Supervisors and managers, regarding necessary restrictions and accommodations in the employee's duties;
- (b) First-aid and safety personnel;
- (c) Government officials investigating compliance with the ADA, on request;
- (d) State workers' compensation office officials; and
- (e) Insurance company employees when the company requires a medical examination to provide health or life insurance (29 C.F.R. §1630.14(c)(1)).

1.12.1.9 Notations on attendance sheets that an employee took sick leave are not a confidential record.

1.12.1.10 The employer shall keep all information and documents pertaining to an investigation separate from other personnel and employment records ensuring privacy of all employees, witnesses, and other individuals involved. Access is limited to only those individuals with a demonstrable business need-to-know.

1.12.1.11 Grievance files that include notices, notes and decisions of appeal will be maintained in a separate file with limited access to only those individuals with a demonstrable business need-to-know.

1.12.2 *Access to Confidential Information.* Access to confidential records is restricted to the following unless specifically provided in a separate policy:

1.12.2.1 The names of members of an evaluation panel shall not be released, nor shall tests that are governed by confidentiality agreements be released. Access to the materials for an examination and information relating to an applicant that is relevant to a decision to hire that person (e.g., information described in 1.12.1.1 through 1.12.1.4) is limited to:

1.12.2.2 Employees with a business need-to-know in order to fulfill the responsibilities assigned by the employer;

1.12.2.3 The **employer's** manager/administrator, human resources director/manager, or his/her designee;

1.12.2.4 Persons authorized pursuant to any state or federal law or court order (i.e., governmental/legal/auditing/investigating agencies);

1.12.2.5 Counsel retained by or on behalf of the **employer**; and

Any other parties with whom the **employer** has a contractual relationship in order to enable the **employer** to respond accurately and fully to any lawsuit, complaint, grievance, or other statutory appeal filed by or on behalf of an employee or former employee against the **employer**.

1.12.2.6 Access to an employee's personnel-related confidential file containing those items listed above in Section 1.12.1.5 through 1.12.1.9 is limited to:

- (a) The employee;
- (b) The employee's representative when s/he presents a current signed authorization from the employee;
- (c) The employee's manager/supervisor, with a need-to-know, or as needed for a reasonable accommodation and human resources;
- (d) Persons authorized pursuant to any state or federal law or court order;
- (e) Counsel retained by or on behalf of the employer;
- (f) Employer's workers' compensation carrier in order to address a claim filed for workers' compensation; and
- (g) Any other parties with whom the employer has a contractual relationship in order to enable the employer to respond accurately and fully to any lawsuit, complaint, grievance, or other statutory appeal filed by or on behalf of an employee or former employee against the employer.

1.12.2.7 Access to an employee's personnel-related confidential file (**investigative**) containing those items listed above in 1.12.1.10 is limited to:

- (a) The employee's manager/administrator, City Manager, human resource director/manager, or his/her designee.
- (b) Persons authorized pursuant to any state or federal law or court order;
- (c) Counsel retained by or on behalf of the **employer**; and
- (d) Any other parties with whom the **employer** has a contractual relationship in order to enable the **employer** to respond accurately and fully to any lawsuit, complaint, grievance, or other statutory appeal filed by or on behalf of an employee or former employee against the **employer**.

1.12.3 Disposal of Personnel Records

1.12.3.1 NRS 239B.030 states that government agencies shall ensure that personal information, defined as social security numbers, driver's license numbers, or bank account numbers, required to be maintained by state or federal statute and received after January 1, 2007, be maintained in a confidential manner.

1.12.3.2 If the agency has records containing personal information which is not required by specific state or federal statute and the information was received prior to January 1, 2007, the information must be **obliterated or** removed from documents and computer systems **on or before January 1, 2017**.

1.12.3.3 As of June 1, 2005, and in compliance with the Fair and Accurate Credit Transactions (FACT) Act Disposal Rule, employer shall dispose of sensitive information derived from consumer reports to ensure there will be no unauthorized access to – or use of – any confidential information. "Consumer Reports" are defined as reports which contain information from a consumer reporting company, such as reports obtained from third party agencies who conduct employment background checks on behalf of the employer.

1.12.3.4 Sensitive information includes any and all documents containing employee information, which can include:

- (a) Employee name
- (b) Social security number
- (c) Driver's license number

- (d) Phone number
- (e) Physical address
- (f) Email address
- (g) Any other personal identifiers

1.12.3.5 In addition, any identifying personal information, such as that described above and listed under item 3, which is stored on electronic files, shall be destroyed or erased so that the information cannot be read or reconstructed.

1.12.3.6 Method of disposal. The **employer** shall dispose of sensitive information by shredding or burning any and all documents which contain personal information. Although the law specifically applies to consumer reports and the information derived from consumer reports, the **employer** shall, in accordance with good personnel practices, properly dispose of **any** records containing employee personal or financial information. An electronic record must be destroyed in accordance with the applicable schedule in a manner that ensures the information cannot be retrieved or reconstructed, including, without limitation, overwriting, degaussing and the physical destruction of the storage media.

1.13 Related Forms (See APPENDIX “A”)

- 1.13.1 [Employer Personnel Policies – Acknowledgment and Receipt](#)

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2.0 EMPLOYEE RELATIONS

2.1 Union Rights

2.1.1 Bargaining Representatives. At present the City recognizes the following Labor Unions as the exclusive bargaining representatives for the members:

2.1.1.1 West Wendover Police Officers Association

2.1.1.2 AFSCME Local 4041, Toana Chapter

2.1.2 Bargaining Rights. City employees may belong to an appropriate bargaining unit unless they are considered exempt as defined by law or excluded by labor agreement.

2.1.3 Bargaining Unit. Each bargaining unit separately negotiates contracts for its members with the City. Wages, benefits and conditions of employment of union members will be provided as specified in the respective labor agreement. Employees are not granted time off with pay to perform union activities. Employees may use appropriate annual leave to perform union activities. City equipment and facilities are not to be used for union activities unless otherwise agreed to in a labor agreement.

2.2 Requests for Legal Work

2.2.1 Direct Access to City Attorneys. Persons with direct access to the City Attorneys are: Mayor, City Council Members and the City Manager. Any request for an ordinance, Attorney General Opinion or any legal work which potentially may affect an elected officer must be approved in advance by the City Council.

2.3 Fair Employment Practices

2.3.1 Policy. The employer recognizes that it is desirable that applicants and employees be assessed on the basis of merit. Recognition of seniority and current employment with the **employer** may also be considered. Therefore, it is the policy of the **employer** to provide equal employment opportunity for all applicants and employees. The **employer** does not sanction or tolerate discrimination in any form on the basis of race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, gender identity or expression, political affiliation, membership in Nevada National Guard, or genetic information.

2.3.1.1 The employer will:

- (a) Recruit, hire, train and promote for all job classifications without regard to race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, membership in Nevada National Guard, or disability, as well as to ensure that all compensation, benefits, transfers, layoffs, return from layoffs, **employer**-sponsored training, social, and recreation programs will be administered in conformance with the **employer's** policy.
- (b) Comply with all applicable laws prohibiting discrimination in employment including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Equal Employment Opportunity Act of 1972, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, as amended, the Genetic Information Nondiscrimination Act of 2008, the applicable Nevada Revised Statutes on Equal Employment Opportunity (NRS 613), Nevada Revised Statutes

regarding National Guard service (NRS 412.139-1395) and any other applicable federal, state, and local statutory provisions.

- (c) Provide reasonable accommodation wherever the need for such is known by the **employer**, and/or the applicant or employee indicates a need for such reasonable accommodation, provided that the individual is otherwise qualified to perform the essential functions of the assigned job and the employee's performance of the assigned job duties does not pose a threat to the safety of him/herself or others as may be required by applicable federal law.

- 2.3.2 Scope. This policy applies to all persons involved in the operation of the **employer** and prohibits harassment, discrimination and retaliation by any employee, including supervisors and coworkers, volunteers, customers or clients of the **employer**, and any vendor or other service provider with whom the **employer** has a business relationship. The **employer** will not tolerate instances of prohibited harassment, discrimination, or retaliation, whether or not such behavior meets the threshold of unlawful conduct. While single incidents of alleged harassment, discrimination, or retaliation may not be sufficiently severe or pervasive to rise to the level of being a violation of the law, the **employer** nevertheless prohibits such conduct and may impose appropriate disciplinary action against any employee engaging in such or take appropriate corrective action with any third party.
- 2.3.3 Equal Employment Opportunity Officer Designated. The primary responsibilities for ensuring fair employment practices for the **employer** are promoted and adhered to are assigned to the **employer's** designated Equal Employment Opportunity (EEO) Officer. The **employer's** designated EEO Officer will also serve as the Americans with Disabilities (ADA) Coordinator, unless otherwise noted, and as such, also has responsibility for coordinating the **employer's** compliance with federal and state disability laws. The City Manager is designated as the EEO Officer. The name and work telephone number of the designated individual will be posted on bulletin boards at **employer** work sites (*reference: [Notice – Designation of Equal Employment Opportunity Officer](#)*). In the event the designated EEO Officer is unavailable, his/her designee is the alternative EEO Officer.

2.4 Anti-Harassment

- 2.4.1 Policy. **Employer** promotes a productive work environment and does not tolerate verbal, physical, written, or graphical conduct/behavior(s) that harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive, or hostile environment based on that person's race, color, religion, age, gender, sexual orientation, pregnancy, national origin, ancestry, disability, veteran status, genetic information, domestic partnership, gender identity or expression, political affiliation or membership in Nevada National Guard.
- 2.4.2 Prohibited Conduct/Behavior(s). The **employer** will not tolerate any prohibited form of harassment, including any conduct/behavior(s) on the part of employees, volunteers, clients, customers, vendors, contractors, etc., that impairs an employee's ability to perform his/her duties. Examples of prohibited conduct/behavior(s) include, but are not limited to:
 - 2.4.2.1 Offensive verbal communication including slurs, jokes, epithets, derogatory comments, degrading or suggestive words or comments, unwanted sexual advances, invitations, or sexually degrading or suggestive words or comments.
 - 2.4.2.2 Offensive written communication including notes, letters, notices, emails, texts, or any other offensive message sent by electronic means.

- 2.4.2.3 Offensive gestures, expressions and graphics including leering, obscene hand or finger gestures, sexually explicit drawings, derogatory posters, photographs, cartoons, drawings, or displaying sexually suggestive objects or pictures.
- 2.4.2.4 Physical contact when the action is unwelcomed by recipient including brushing up against someone in an offensive manner, unwanted touching, impeding or blocking normal movement, or interfering with work or movement.
- 2.4.2.5 Expectations, requests, demands, or pressure for sexual favors.

2.5 Dealing with Allegations of Discrimination and/or Prohibited Conduct/Behavior(s)

- 2.5.1 Process. Employees or applicants who believe they are being subjected to any form of prohibited conduct/behavior(s) as described in this policy by another (e.g. employee, client, customer, vendor, contractor, etc.) based on their race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, genetic information, gender identity or expression, political affiliation, membership in Nevada National Guard, or domestic partnership, as well as those who believe they have witnessed another employee, client or member of the public being subjected to prohibited conduct/behavior(s), have an affirmative duty to bring the situation to the attention of the **employer**. Employees covered by a collective bargaining agreement may opt to use the process described in this policy or in an applicable grievance procedure delineated by their collective bargaining agreement, but may not use both.
- 2.5.2 Employee Responsibilities. Employees who believe they personally are being or have been subjected to prohibited conduct/behavior(s) and/or are the target of any form of prohibited conduct/behavior(s), or have witnessed any other employee being subjected to these behaviors, must immediately:
 - 2.5.2.1 Identify the offensive conduct/behavior(s) to the alleged harasser and request that the behavior cease. *Note:* An employee is **NOT** required to talk directly to the alleged harasser or to the employee's supervisor. It is **critical**, however, that the employee contact one of the individuals listed in sections 2 or 3 below if s/he believes s/he is being targeted or has witnessed what the employee believes to be prohibited conduct/behaviors(s) directed to or committed by another employee(s), client(s), customer(s), vendor(s), contractor(s), volunteer(s) etc.
 - 2.5.2.2 If the employee feels uncomfortable in speaking directly to the alleged harasser or if the employee requested the prohibited conduct/behavior(s) to cease, but the request did not produce the results desired, the employee should report the conduct/behavior(s) as soon as possible to any supervisor or manager, **employer's** designated EEO Officer (City Manager), or the HR Representative.
 - 2.5.2.3 Employees who believe the EEO Officer has engaged in prohibited conduct/behavior(s) should bring such concerns to the attention of the alternate EEO Officer or to the City Attorney. The City Attorney will designate an objective person to conduct an investigation of such allegations.
 - 2.5.2.4 An employee who witnesses or obtains information regarding prohibited conduct/behavior(s) by his/her immediate supervisor is required to report the incident to the EEO Officer or HR Representative.
 - 2.5.2.5 Applicants are encouraged to contact the designated EEO Officer or the alternate, if the EEO Officer is not available.

2.5.3 Supervisor/Manager Responsibilities

2.5.3.1 Regardless of whether the employee involved is in the supervisor's or manager's department and regardless of how s/he became aware of the alleged prohibited conduct/behavior(s), all supervisors and managers must immediately report all allegations or complaints or observations of such conduct/behavior(s) to the EEO Officer (City Manager), HR Representative, or Department Head. The information reported must include:

- (a) The person(s) involved, including all witnesses;
- (b) A written record of specific conversations held with the accused and any witnesses; and
- (c) All pertinent facts, including date(s), time(s), and location(s).

2.5.3.2 A supervisor's or manager's failure to immediately report such activities, complaints, or allegations will result in discipline, up to and including termination.

2.5.4 Investigation

2.5.4.1 Upon being made aware of allegations or complaints of prohibited conduct/behavior(s), the **employer** will ensure that such allegations or complaints are investigated promptly as may be initiated by the City Manager or his/her designee. Nothing herein prohibits the City from contracting an independent third party to conduct the investigation. The **employer** treats all allegations or complaints seriously and expects all employees to be candid and truthful during the investigation process.

2.5.4.2 The **employer** will make efforts to ensure that all investigations are kept as confidential as reasonably possible. Employees will be strongly advised to refrain from discussing the subject content with others, particularly while the investigation is in progress. Employees may be required to provide information to regulatory agencies and/or the employee's union representative or attorney. The **employer** will release information obtained only to those individuals involved in the investigation and the administration of the complaint with a business need-to-know, or as required by law.

2.5.4.3 The **employer** will communicate to the individual who made the initial complaint, as well as the individual against whom the complaint was made, whether the allegations were substantiated or not.

2.5.4.4 If evidence arises that a participant in the investigation made intentionally false statements, that employee will be disciplined, up to and including termination.

2.5.4.5 If it is determined that a violation of this policy has occurred, the **employer** will take remedial action against the violator commensurate with the severity of the offense. Such remedial action may include, but is not limited to, counseling, verbal warning, written reprimand, transfer, demotion, suspension without pay, or termination. Disciplinary action of termination, suspension without pay and involuntary demotion may be subject to the grievance process as provided in section 11.1.8. The **employer** will also initiate action to deter any future prohibited conduct/behavior(s) from occurring.

2.5.4.6 With regard to disability-related complaints, the EEO Officer (when appropriate, working with the complainants' representative and/or the complainant) may propose a resolution to the complaint based upon the findings of such investigation. Such resolution will include reasonable accommodation when the

employer determines that such a reasonable accommodation is so required and can be provided by the **employer**.

2.6 Training

2.6.1 The employer will make a reasonable effort to provide training every two (2) years to all employees on the prevention of discrimination and prohibited conduct/behavior(s) in the workplace. All new employees will be provided a copy of this policy upon hire and the contents will be discussed during the new hire orientation process. A copy of this policy will be made available to applicants upon request.

2.7 Prohibition Against Retaliation

2.7.1 Retaliation is adverse treatment which occurs because of opposition to prohibited conduct/behavior(s) in the workplace or the reporting of such conduct when exercising the rights herein. The employer will not tolerate any retaliation by management or by any other employee against an employee who exercises his/her rights under this policy. Any employee who believes s/he has been harassed, retaliated, or discriminated against in any manner whatsoever as a result of having filed a complaint, assisted another employee in filing a complaint, or participated in an investigative process should immediately notify the EEO Officer or the alternate. The employer will promptly investigate and deal appropriately with any allegation of retaliation.

2.8 Employee Dating

2.8.1 Policy. The **employer** recognizes that an environment where employees maintain clear boundaries between personal and workplace interactions is most effective for conducting business. This policy does not prevent the development of friendships or romantic relationships between employees.

2.8.2 Employee Responsibilities

2.8.2.1 Employees are prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on **employer** property, whether or not such physical contact occurs outside of the work hours.

2.8.2.2 Violation of this policy could result in disciplinary action up to and including termination.

2.8.3 Supervisor/Manager Responsibilities

2.8.3.1 Employees employed in supervisory/managerial positions are prohibited from engaging in a romantic relationship with a subordinate employee. Employees employed in supervisory/managerial positions need to be cognizant of their status as role models, their access to sensitive information, and their ability to influence others.

2.8.3.2 Violation of this policy could result in disciplinary action up to and including termination.

2.9 Employee Bullying

2.9.1 Definition. The employer defines bullying as a repeated mistreatment of one or more persons by one or more perpetrators that takes on of the following forms:

- 2.9.1.1 Verbal abuse
- 2.9.1.2 Offensive conduct/behaviors (including nonverbal, physical, and cyber bullying) which are threatening, humiliating, or intimidating, or;
- 2.9.1.3 Work interferences, such as sabotage, which prevents work from being completed.
- 2.9.2 Purpose. The purpose of this policy is to communicate to all employees, including supervisors and managers, that the **employer** will not tolerate bullying behavior. Employees found in violation of this policy may be subject to disciplinary action up to and including termination.
- 2.9.3 Prohibited Conduct. The **employer** considers the following types of behavior examples of bullying (this list is not all-inclusive):
 - 2.9.3.1 *Verbal Bullying*: Slandering, ridiculing or maligning an employee or his/her family; persistent name calling which is hurtful, insulting, or humiliating; yelling, screaming, and cursing; chronic teasing; belittling opinions or constant criticism.
 - 2.9.3.2 *Physical Bullying*: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to an employee's work area or property.
Nonverbal Bullying: Nonverbal threatening gestures or glances which convey threatening messages; threatening actions; socially or physically excluding or disregarding a person in a work-related activity.
 - 2.9.3.3 *Cyber Bullying*: Repeatedly tormenting, threatening, harassing, humiliating, embarrassing, or otherwise targeting an employee using email, instant messaging, text messaging, or any other type of digital technology.
 - 2.9.3.4 *Workplace Interference*: Sabotaging which prevents work from getting done; deliberately tampering with a person's work area or property; assigning menial tasks outside of a person's normal job duties.
- 2.9.4 Dealing with Allegations of Bullying
 - 2.9.4.1 *Process*. Employees or applicants who believe they are being bullied by another (e.g. employee, customer, vendor, contractor, etc.), as well as those who believe they have witnessed another employee, client or member of the public being subjected to bullying behavior, have an affirmative duty to bring the situation to the attention of the **employer** within 5 workdays of the alleged conduct considered to be bullying.
 - 2.9.4.2 *Supervisor/Manager Responsibilities*. A supervisor/manager is required to report this information to his/her EEO Officer or Department Head immediately.
 - 2.9.4.3 *Investigation*. Upon being made aware of allegations or complaints of bullying, the **employer** will ensure that such allegations or complaints are investigated promptly as may be initiated by the City Manager or his/her designee. Nothing herein prohibits the City from contracting with an independent third party to conduct the investigation.
 - (a) The **employer** will make efforts to ensure that all investigations are kept as confidential as reasonably possible.

- (b) The **employer** will release information obtained only to those individuals necessarily involved in the investigation and the administration of the complaint, or as required by law.
- (c) The individual who made the initial complaint, as well as the individual against whom the complaint was made, will be made aware of the final determination by the **employer**.
- (d) If it is determined that bullying has occurred, the **employer** will take appropriate action. Disciplinary action of termination, suspension without pay and involuntary demotion may be subject to the grievance process as provided for in section 11.1.8.

2.9.5 Prohibition Against Retaliation

2.9.5.1 The **employer** will not tolerate any retaliation by management or by any other employee against an employee who exercises his/her rights under this policy. Any employee who believes s/he has been retaliated or discriminated against in any manner whatsoever as a result of having filed a complaint, assisted another employee in filing a complaint, or participated in an investigative process should immediately notify the EEO Officer or the alternate. The **employer** will promptly investigate and deal appropriately with any allegation of retaliation.

2.10 Employment Disabilities

2.10.1 Purpose of Policy. The **employer** recognizes that the preceding sections of its personnel policy relating to fair employment practices encompass its commitment to fair and equitable treatment of all employees and applicants, including those with disabilities. The **employer** also recognizes that there are specific issues relating to individuals with disabilities that must be individually addressed. The **employer** acknowledges its responsibility to ensure that individuals in the workplace can efficiently and safely perform the essential functions of their jobs without posing a direct threat to themselves and others.

2.10.2 Policy

2.10.2.1 It is the **employer's** policy to comply proactively with the applicable employment provisions of disability laws, including the Americans with Disabilities Act (ADA), as amended. The **employer** does not tolerate discrimination against any qualified individual with a disability in regard to any terms, conditions, or privileges of employment and prohibits any type of harassment or discrimination based on the physical or mental disability, history of disability, or perceived disability of an individual holding or seeking employment with the **employer**. This policy is intended to provide the same protections as the ADA and is not intended to broaden those rights or protections provided under federal law. Any change to the federal law or regulations concerning the same are controlling in the event of a conflict with this policy.

2.10.2.2 The **employer** is committed to provide *reasonable* accommodation wherever the need for such is known to the **employer** or whenever the employee or applicant indicates a need for *reasonable* accommodation, provided that the individual is otherwise qualified to perform the essential functions of the assigned job and the employee's performance of the assigned job duties does not pose an obvious threat to the safety of him/herself or others and provided the reasonable accommodation does not result in undue hardship to the **employer**.

2.10.3 Determination of Disability. In determining whether an employee or an applicant has a disability under the law, the employee/applicant must have a physical or mental

impairment that substantially limits one or more life activities, have a record of such impairment, or are regarded as having such impairment. Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, concentrating, thinking, communicating, interacting with others, reading, sitting, reaching, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, special sense organs and skin, genitourinary, cardiovascular, hemic, lymphatic, musculoskeletal, and reproductive functions.

2.10.4 Disability-Related Inquiries

2.10.4.1 The **employer** shall adhere to the provisions of applicable laws regarding an **employer's** limitations on making disability-related inquiries or requiring medical examinations at each of the three stages of the employment process: pre-offer, post-offer/pre-employment, and employment.

2.10.4.2 The **employer's** restrictions regarding disability-related inquiries and medical examinations apply to **all** employees/applicants, whether or not they have disabilities. A disability-related question to an applicant may be a violation of law, even though the applicant may not have a disability.

2.10.4.3 The **employer** may require the employee to provide a fitness-for-duty certification from an appropriate medical provider whenever the **employer** has reason to believe the employee may be unable to perform the essential functions of his/her job or pose a threat to him/herself or to others.

2.10.5 Confidentiality of Medical Records

2.10.5.1 The employer shall treat any medical information or genetic information obtained from a disability-related inquiry or medical exam, as well as any medical information voluntarily disclosed by an employee, as a confidential medical record. Confidential medical records also include medical information from voluntary health or wellness programs.

- (a) Accommodation for Applicants. Whenever an applicant requests accommodation in applying for, testing, or interviewing for a position with the **employer**, the ADA Coordinator shall determine whether the request for accommodation for a covered disability is reasonable or if another type of accommodation can be provided. In making the determination of reasonableness, the ADA Coordinator may consider whether granting such requests might impose an undue hardship on the **employer**.
- (b) Accommodation for Employees. When the **employer** has some objective reason to believe an employee may need some type of accommodation to perform his/her essential job functions, the **employer** must initiate an interactive process with the employee to find out what accommodation the employee might need. Also, whenever an employee approaches his/her supervisor, the **employer's** ADA Coordinator, or any other manager within the **employer** requesting some type of accommodation, the **employer** will initiate the interactive process. Whenever a manager or supervisor becomes aware that an employee has requested or may require some type of accommodation, the manager/supervisor should promptly notify the ADA Coordinator. Upon learning of the employee's request for accommodation, the ADA

Coordinator shall arrange to meet with the supervisor and the employee to discuss his/her accommodation request, the need for any reasonable documentation of the disability and the associated functional limitations, and the impact of the proposed accommodation on the **employer**. Review of an employee's particular situation by a medical review officer will assist the organization in determining appropriate accommodation. (references: [ADA Reasonable Accommodation Checklist](#); [ADA Employee Request for Accommodation](#); [ADA Accommodation Request--Employee Release](#); [ADA Accommodation Request--Health Care Provider Information](#); [ADA Accommodation Approval Letter](#); [ADA Accommodation Denial Letter](#))

2.10.6 Requirements of Other Laws. The **employer** may make disability-related inquiries and require medical exams that are required or necessitated by applicable laws or regulations; e.g., federal safety regulations, OSHA requirements, etc.

2.10.7 Glossary of ADA-Related Terms

2.10.7.1 An “**essential function**” is a fundamental job duty of the position held or desired. A function is essential if the job exists to perform that function, a limited number of other employees are available to perform the function, or the function requires special skill or expertise. Determinations as to essential functions must be made on a case-by-case basis and are normally determined based on such factors as:

- (a) The written job description prepared before advertising or interviewing applicants for the job;
- (b) In the **employer's** judgment, the amount of time spent performing the function;
- (c) Input as to the actual work experience of past employees in the job or current employees in similar jobs; and
- (d) The nature of the work operation and the consequences of not having the function performed.

2.10.7.2 Marginal functions associated with any job should not be considered essential functions. Punctuality and regular work hours may not be an essential function of some jobs. For example, if the job functions can be performed without the presence of a supervisor, adhering to established work hours may not be an essential function. Therefore, reasonable accommodations to the contrary may be necessary.

2.10.7.3 A “**disability-related inquiry**” is a question (or series of questions) likely to elicit information about a disability. Generally, disability-related inquiries are not allowed during the hiring process. Examples of disability-related inquiries not permitted include:

- (a) Asking whether the employee/applicant currently has or has ever had a disability, how s/he became disabled, or inquiring about the nature or severity of an employee's/applicant's disability;
- (b) Asking an employee/applicant a broad question about his/her impairments that is likely to elicit information about a disability;
- (c) Asking an employee/applicant whether s/he is currently taking any prescription drugs or medication; and
- (d) Asking about an employee's/applicant's genetic information.
- (e) Other examples of prohibited disability-related questions include, but are not limited to, asking about an employee's/applicant's prior workers' compensation history, and asking an employee's/applicant's

coworker, family member, doctor, or other person about the employee's/applicant's disability.

2.10.7.4 Questions that are not likely to elicit information about a disability are not prohibited under the ADA. These types of inquiries include asking employees/applicants about their general well-being, whether they can perform the essential job functions and whether they currently use illegal drugs. The **employer** may also ask an employee, but not a job applicant, about non-disability-related impairments such as how s/he broke his/her arm.

2.10.7.5 A “**medical examination**” is a procedure or test usually given by a health care professional or in a medical setting that seeks information about an individual's physical or mental impairments or health. Medical examinations include, but are not limited to:

- (a) Vision tests conducted and analyzed by an ophthalmologist or optometrist; blood, urine, and breath analyses to check for alcohol use;
- (b) Blood pressure screening and cholesterol testing; nerve conduction tests;
- (c) Range-of-motion tests that measure muscle strength and motor function;
- (d) Pulmonary function tests;
- (e) Psychological tests designed to identify a mental disorder or impairment; and
- (f) Diagnostic procedures such as x-rays, CAT scans, and MRI's.

2.10.7.6 Procedures and tests that employers may require that are generally NOT considered medical examinations include:

- (a) Blood and urine tests to determine the current illegal use of drugs;
- (b) Physical agility and physical fitness tests; and
- (c) Tests that evaluate an employee's/applicant's ability to read labels or distinguish objects as part of a demonstration of the ability to perform actual job functions.

2.10.7.7 Under ADA an “**employee**” is an individual employed by an employer. Generally, an individual is an employee if the employer controls the means and manner of his/her work performance. Where more than one entity controls the means and manner of how an individual's work is done, the individual may be an employee of each entity.

2.11 Drug and Alcohol-Free Workplace

2.11.1 Policy. The **employer** recognizes that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. This drug and alcohol free workplace policy applies to volunteers as well as employees.

2.11.1.1 The employer is committed to:

- (a) Maintaining a safe and healthy workplace for all employees;
- (b) Assisting employees who recognize they have a problem with drugs or alcohol in receiving appropriate treatment;
- (c) Periodically providing employees with information about the dangers of workplace drug abuse; and

- (d) When appropriate, taking disciplinary action for failure to comply with this policy.

2.11.1.2 The **employer** strictly prohibits the following behavior:

- (a) The use, sale, attempted sale, manufacture, attempted manufacture, purchase, possession or cultivation, distribution and/or dispensing of illegal drugs by an employee at any time and in any amount. This prohibition includes the use or possession of prescription medicines for which the individual does not have a valid prescription and the inappropriate use of prescribed medicines for which the employee has a valid prescription. In addition, the employer prohibits employees from possessing open containers of alcoholic beverages while on the employer's premises and/or while on duty and from working with a blood-alcohol level of .02 or more at any time.
- (b) Bringing alcohol, illegal drugs, and other substances which may impair the safety or welfare of employees or the public onto the premises controlled by the employer or placing in vehicles or equipment operated on behalf of the employer.
- (c) Law enforcement personnel performing job-related functions which require possession and/or transportation of such substances are exempt from this section.
- (d) Driving an organizational vehicle while on or off duty with a blood alcohol level of .02 or more or under the influence of an illegal drug, regardless of the amount.

2.11.1.3 Reporting Requirements

- (a) A supervisor who receives information or is a witness to any use of drugs or alcohol by an employee which violates **employer's** policies or the law, is required to report this information to his/her Department Head or City Manager immediately. The information reported must include:
 - (1) The persons(s) involved, including all witnesses;
 - (2) Any information gathered, such as actual observation of drug /alcohol use, the presence of paraphernalia, observation of any unusual physical signs or behaviors;
 - (3) A written record of specific conversations held with the accused and any witnesses;
 - (4) All pertinent facts, including date(s), time(s), and locations(s).
- (b) An employee who witnesses or obtains information regarding illegal drug/alcohol use by his/her immediate supervisor is required to report the incident to that individual's supervisor.

2.11.1.4 Specimen collection, drug testing procedures, sample collection, and alcohol testing procedures will comply with all applicable provisions of federal and state law. Designation of the testing facility shall be by the City Council or designee.

2.11.1.5 A positive test result for alcohol or drugs will be grounds for disciplinary action, up to and including termination.

2.11.1.6 Employees in safety-sensitive positions as defined in 49 CFR Part 382, et seq., are subject to the Federal Department of Transportation (DOT) (49 CFR Part 40)

and the Federal Motor Carrier Safety Regulations (FMCSR), as prescribed by the Federal Motor Carrier Safety Administration (FMCSA) (49 CFR Parts 382, 383, 387, 390-397, and 399). Additionally the employer has identified other positions within the organization which are deemed “department safety-sensitive” and follow similar testing criteria as “safety-sensitive” positions defined under 49 CFR Part 382, et seq. These positions are identified under 2.11.2.6 and 2.11.10.2

2.11.1.7 The **employer** receives funding through federal grants and it is therefore subject to the Drug-Free Workplace Act of 1988. Marijuana (including medical marijuana), cocaine, opiates, amphetamines (including methamphetamines), phencyclidine (PCP), MDMA are considered illegal Schedule I or II drugs through the federal government. All employees must comply with the Drug-Free Workplace Act of 1988 and may not have any detectable level of Schedule I or II drugs in their system while at work. Failure to comply will result in disciplinary action, up to and including termination.

2.11.1.8 As provided in NRS 453A, and per the Drug-Free Workplace Act of 1988 the **employer** is not required to provide reasonable accommodation for the medical use of marijuana for:

- (a) Attorneys, investigators, special investigators or other employees acting in his/her professional or occupational capacity within the District Attorney’s Office, and
- (b) Peace Officers or other employees acting in his/her professional or occupational capacity in a law enforcement agency
- (c) Safety Sensitive Positions per 2.11.1.6

2.11.2 Employee Responsibilities

2.11.2.1 Each employee is responsible for reviewing and complying with the **employer’s** Drug and Alcohol-Free Workplace Policy.

2.11.2.2 Each employee is responsible for meeting standards for work performance and safe on-the-job conduct.

2.11.2.3 Employees shall not report to work under the influence of alcohol, illegal drugs, or misused prescription or over-the-counter drugs.

2.11.2.4 Employees who suspect they may have a substance abuse problem are encouraged to seek counseling and rehabilitation from a substance abuse professional or other treatment provider. The **employer’s** medical insurance policy may provide for payment of some or all of the treatment costs.

2.11.2.5 Each employee must report the facts and circumstances of any criminal drug or alcohol conviction that occurred while on duty or which may impact the employee’s ability to perform the duties of his/her job. If duties involve driving a vehicle, the employee must report to his/her supervisor a conviction for driving under the influence (DUI), and/or revocation or suspension of the driver’s license pending adjudication. Notification to **employer** must occur before resuming work duties or immediately after the conviction or revocation/suspension. Failure to notify **employer** will result in disciplinary action, up to and including possible termination. The supervisor shall immediately forward the notification to notify the **City Manager**.

It is the employee's responsibility and obligation (both safety sensitive and non-safety sensitive positions) to determine, by consulting a physician if necessary, whether or not a legal drug he/she is taking may or will affect his/her ability to safely and efficiently perform his/her job duties. An employee whose impairment may affect job performance must contact his/her supervisor and attempt to find an appropriate alternative assignment. If none is available, the employee may take sick leave or be placed on a medical leave of absence (if available and the employee otherwise qualifies) or take other steps consistent with the advice of a physician. If an employee reports to work under the influence of prescription medication and, as a result, endangers him/her or others, the employee will be disciplined, up to and including termination.

Regarding certain employment positions the City has determined that an employee's inability or impaired ability to perform essential job functions will result in a direct threat to the employee or others. These employment positions (hereafter "safety sensitive positions") are further defined in Sections 2.11.1.6, 2.11.2.6 and 2.11.10.2 and include but may not be limited to: Police and Animal Control Officers, Police Dispatchers, Fire Department Personnel and certain identified positions within the Public Works/ Utilities Department. An employee in a safety sensitive position who is taking a prescription medication drug(s) which may affect his/her ability to perform essential job functions, shall provide a fitness for duty report to the City Manager/Director Human Resources by an appropriate health care professional that must be based on an individualized assessment of the employee's present ability to safely perform the essential job functions. Said report must be provided within ninety-six (96) hours of the first instance of ingesting such drug(s) and shall be required to be updated at least every six (6) months thereafter during the use of such drug. This process shall be known as the Drug Fitness for Duty Program (DFDP). Without limitation, the City hereby advises the safety sensitive position employees that medications which have an adverse effect or side effect which can or does result in incapacitation, limited incapacitation, impaired judgement, adverse impacts concerning the ability to accurately perceive surroundings and events, dizziness, light headedness, lack of alertness, sleepiness, lack of attention to detail or focus, loss of balance, visual impairment and/or hearing impairment to a degree which could affect his/her ability to safely and efficiently perform his/her job duties triggers this requirement of the DFDP. Lack of compliance with the DFDP can result in discipline up to and including termination. Further, the requirements of the DFDP are separate from any other drug testing policies of the City and shall not impede a supervisor's duties for enforcing any other drug or alcohol related policies.

2.11.2.6 Employees in department safety-sensitive positions identified by the **employer** are subject to random drug and alcohol testing as provided in this policy.

2.11.2.7 Employees must act as responsible representatives of the **employer** and as law-abiding citizens. It is every employee's responsibility to report violations of this policy to his/her immediate supervisor or to the City Manager. Such reporting is critical in preventing serious injuries or damage to the **employer's** property.

- 2.11.2.8 Employees who are required to submit to a drug/alcohol test must complete and sign the consent form (reference: [Drug/Alcohol Test Informed Consent](#)).
- 2.11.3 City Manager Responsibilities. The City Manager or s/he designee is responsible for:
 - 2.11.3.1 Authorizing the testing of employees.
 - 2.11.3.2 Coordinating drug and/or alcohol testing.
 - 2.11.3.3 Requesting completion of the consent form (reference: [Drug/Alcohol Test Informed Consent](#)).
 - 2.11.3.4 Notifying employees of positive test results and their right to a retest of the same sample if so provided.
 - 2.11.3.5 Implementing disciplinary action against employees who fail to comply with provisions outlined in this policy.
 - 2.11.3.6 Notifying the **employer's** attorney of an employee's conviction of a federal or state criminal drug and/or alcohol statute violation.
 - 2.11.3.7 Ensuring that the drug and/or alcohol test forms and results are kept confidential and only provided to employees with a business need for the information.
 - 2.11.3.8 Identifying department safety-sensitive positions.
 - 2.11.3.9 Notifying employees in department safety-sensitive positions that they are subject to random drug and/or alcohol testing.
 - 2.11.3.10 Ensuring notices relative to this policy and the list of positions designated as department safety-sensitive, if any, are prominently displayed at all departmental facilities housing employees.
- 2.11.4 Department Head Responsibilities. Department Heads are responsible for:
 - 2.11.4.1 Determining if reasonable suspicion exists to warrant drug and/or alcohol testing and detailing, in writing, the specific facts, symptoms, or observations that are the basis for the reasonable suspicion.
 - 2.11.4.2 Submitting the documentation to the City Manager or designee.
 - 2.11.4.3 Complying with the appropriate provisions outlined in this policy that apply to supervisory personnel.
- 2.11.5 Employer Responsibilities. Employers are responsible for:
 - 2.11.5.1 Providing communication and training on this policy to include a training program to assist supervisors to recognize the conduct and behavior that gives rise to a reasonable suspicion of drug and/or alcohol use by employees and how to effectively intervene.
 - 2.11.5.2 Receiving and maintaining employee drug and alcohol testing records and files from all sources and assuring that they are kept confidential.
 - 2.11.5.3 Making drug and/or alcohol testing and notice forms available.
 - 2.11.5.4 Notifying appropriate department heads of positive results of drug and alcohol tests.

2.11.5.5 Administering the contract with a third party to provide drug and alcohol testing services.

2.11.5.6 Overseeing the administration of the **employer's** Drug and Alcohol-Free Workplace Policy.

2.11.5.7 Certifying department safety-sensitive positions in consultation with the requesting department head and legal counsel.

2.11.5.8 Notifying department heads of their employees randomly selected for drug and/or alcohol testing.

2.11.5.9 Ensuring the administration of all pre-employment drug testing.

2.11.6 Employer Education

2.11.6.1 The **employer** maintains information relating to the hazards of and treatment for drug- and alcohol-related problems. Proactive training and information shall be sponsored by the **employer** periodically. Any employee may voluntarily seek advice, information, and assistance. Medical confidentiality will be maintained consistent with this policy.

2.11.7 Employee Assistance and Voluntary Referral

2.11.7.1 The **employer** strongly encourages employees who suspect they have substance abuse problems to voluntarily refer themselves to a treatment program. A voluntary referral is defined as being one that occurs prior to any positive test for illegal drugs or alcohol under this policy and prior to any other violation of this policy, including a criminal conviction of that individual for a drug- or alcohol-related offense. A decision to participate in the employee assistance program will not be a protection or defense from discipline.

2.11.7.2 Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through a private treatment program for drug and alcohol problems. An employee who is being treated for substance abuse in a recognized rehabilitation program may, if the Americans with Disabilities Act applies, be entitled to reasonable accommodation so long as the employee is conforming to the requirements of the program and is abstaining from the use of controlled substances and/or alcohol.

2.11.7.3 The employee must agree to release treatment information to the employer to permit the monitoring of the employee's ongoing compliance with the treatment recommendation. Any related leave will be considered to be medical leave under the provisions of the Family and Medical Leave Act if the employee is eligible. Employees requiring in-patient treatment are requested to notify the City Manager of the employer in advance of the treatment admission. After such accommodation, the discontinuation of any involvement with alcohol or drugs is an essential requisite for continued employment. Upon completion of a substance abuse program, employees must take and pass a return-to-work test and sign a return-to-work agreement that will include a commitment to follow recommendations given by the treatment provider and other conditions as the employer deems appropriate.

2.11.7.4 The cost of the drug or alcohol rehabilitation or treatment program shall be borne by the employee and/or the employee's insurance provider, if covered. All information regarding an employee's participation in treatment will be held in strict confidence. Only information that is necessary for the performance of

business will be shared by the **employer's** management. Employees are limited to treatment for substance abuse one time only under this policy.

2.11.8 Reasonable Suspicion Testing

2.11.8.1 When any supervisor/Department Head has reasonable suspicion that an employee may be under the influence of alcohol or drugs, the employee in question will be directed by the department head or designee or the **City Manager** to submit to drug and/or alcohol testing.

2.11.8.2 The Department Head shall be responsible to determine if reasonable suspicion exists to warrant drug and/or alcohol testing and shall be required to document, in writing, the specific facts, symptoms, or observations which form the basis for such reasonable suspicion. The documentation will be forwarded to the City Manager or designee to authorize the drug and/or alcohol test of an employee (*reference: [Suggested Steps for Reasonable Suspicion Drug-Alcohol Testing](#) and [Documentation for Reasonable Suspicion Drug/Alcohol Testing](#)*).

2.11.8.3 The department head or designee or the City Manager shall direct an employee to undergo drug and/or alcohol testing if there is reasonable suspicion that the employee is in violation of this policy. The employee will be suspended with pay pending results of the test.

2.11.8.4 Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

- (a) Information provided either by reliable and credible sources or independently corroborated.
- (b) The first line supervisor or another supervisor/manager receives information from a reliable and credible source as determined by the department head that an employee is violating the **employer's** policy.
- (c) Direct observation of drug or alcohol use.
- (d) The first line supervisor or another supervisor/manager directly observes an employee using drugs or alcohol while an employee is on duty.
- (e) Drug or alcohol paraphernalia possibly used in connection with illicit drugs or alcohol found on the employee's person or at or near the employee's work area.
- (f) Evidence that the employee has tampered with a previous drug and/or alcohol test.
- (g) Employee admits to using drugs or alcohol prior to reporting to work or while on duty.
- (h) Other indicia of impairment which may be caused by drug or alcohol use.

2.11.8.5 The following behaviors will also contribute toward reasonable suspicion and, collectively or independently, on a case-by-case basis may provide a sufficient reason for requesting a drug and/or alcohol test:

- (a) A pattern of abnormal or erratic behavior. This includes, but is not limited to; a single, unexplainable incident of serious abnormal behavior or a pattern of behavior which is radically different from what is normally displayed by the employee or grossly differing from acceptable behavior in the workplace.
- (b) Presence of physical symptoms of drug and/or alcohol use. The supervisor observes physical symptoms that could include, but are not

limited to, glassy or bloodshot eyes, slurred speech, poor motor coordination, or slow or poor reflex responses different from what is usually displayed by the employee or generally associated with common ailments such as colds, sinus problems, hay fever, and diabetes.

(c) Violent or threatening behavior:

First Incident: If an employee engages in unprovoked, unexplained, aggressive, violent, and/or threatening behavior against any person, the department head may request that the employee submit to drug and/or alcohol testing.

Second Incident: Whether or not an employee has previously received formal counseling or disciplinary action for unprovoked, unexplained, aggressive, violent, or threatening behavior, upon a second or subsequent episode of similar behavior/conduct, the department head will request that the employee undergo drug and/or alcohol testing.

(d) Absenteeism and/or tardiness. If an employee has previously received disciplinary action for absenteeism and/or tardiness, a continued poor record that warrants a second or subsequent disciplinary action may, in combination with other relevant behaviors, result in drug and/or alcohol testing.

(e) An employee who is required to submit to reasonable suspicion testing will be provided transportation by the **employer** to the location of the test. After the employee submits to the test or if the employee refuses to be tested, the **employer** will provide transportation for the employee to his/her home.

2.11.9 Post-Accident Testing

2.11.9.1 Each employee involved in an accident will be tested for drugs and/or alcohol as soon as possible after the accident, but after any necessary emergency medical attention has been provided. Accidents that will trigger testing are those that result in:

- (a) Death;
- (b) Medical treatment other than first-aid treatment;
- (c) Loss of consciousness or;
- (d) Property damage estimated to be valued at or in excess of five hundred dollars (\$500.00).

2.11.9.2 An employee may be suspended with pay pending the results of this test and with or without pay pending any subsequent investigation. An employee who is required to submit to post-accident testing will be provided transportation by the **employer** to the location of the test.

2.11.9.3 In the event an employee is so seriously injured that s/he cannot provide a blood, breath, or urine specimen at the time of the accident, the employee must provide necessary authorization, as soon as the employee's physical condition allows, to enable the employer to obtain hospital records or other documents that indicate whether there were drugs or alcohol in the employee's system when the accident occurred.

2.11.9.4 In the event federal, state, or local officials conducted drug and/or alcohol testing following an accident, the employee will be required to sign a release allowing the employer to obtain the test results from such officials.

2.11.9.5 An employee who is subject to a post-accident test must remain readily available for testing. An employee who leaves the scene before the test is administered or who does not make him/herself readily available may be deemed to have refused to be tested, and such refusal shall be treated as a positive test. Further, the employee, subject to a post-accident test, must refrain from consuming alcohol for eight (8) hours following the accident or until the employee submits to an alcohol test, whichever comes first.

2.11.10 All Positions and Department Safety-Sensitive Positions

2.11.10.1 The **employer** shall conduct pre-employment testing for drugs and alcohol for all positions and conduct testing for drugs and alcohol for positions identified as department safety-sensitive by the **employer**. Drug and alcohol testing of applicants and employees in department safety-sensitive positions is mandatory, and successfully passing these tests is a condition of future or continued employment.

2.11.10.2 Department safety-sensitive positions mean employment positions which may, in the normal course of business:

- (a) Require the employee to operate the **employer's** vehicles or heavy equipment or private vehicle on company business on a regular and recurring basis and/or;
- (b) Involve job duties which, if performed with inattentiveness, errors in judgment or diminished coordination, dexterity, or composure, may result in mistakes that could present a real and/or imminent threat to the personal health and safety of the employee, coworkers, and/or the public, including positions that require use of dangerous tools/equipment; performance of job duties at heights; use of dangerous chemicals; or carrying firearms in the performance of job duties.

2.11.10.3 The **employer** shall maintain a list entitled "List of Positions Designated as Department Safety-Sensitive." The list shall be a public record. Before a position is included on this list, the **employer** shall post a notice in a conspicuous location accessible to employees at the work site affected that a position is to be included as department safety-sensitive for purposes of pre-employment drug testing and random drug and alcohol testing. The notice will afford an opportunity for comment within a fourteen (14) calendar day period.

2.11.11 Random Testing

2.11.11.1 All employees in positions identified as department safety-sensitive by the **employer** shall be subject to random drug and alcohol testing.

2.11.11.2 The **employer** will drug test, at a minimum, fifty percent (50%) of the average number of employee positions designated as "department safety-sensitive" each calendar year (following similar guidelines as those of "safety sensitive" positions governed by D.O.T. regulations). The **employer** will alcohol test, at a minimum, ten percent (10%) of the average number of employee positions designated as department safety-sensitive each calendar year. The selection of employees for random testing shall be on a non-discriminatory basis and made from a computer-based random number generator that is matched with the employee's social security number. Random testing will be unannounced and the dates for administering the tests will be spread

reasonably throughout the year. Random testing will be performed at any time while the employee is at work.

2.11.11.3 An employee selected for random testing shall proceed immediately to the test site. An employee who engages in conduct which does not lead to testing as soon as possible after notification may be considered to have refused to be tested.

2.11.11.4 Employees selected for a random test but absent due to vacation, sick leave, other leave, or on urgent **employer** business approved by their department head will not be notified to take the random test until the first day they return to work after random selection. Random selection may result in some employees being tested more than once each year; some may not be tested at all.

2.11.12 Return-to-Work Testing/Follow-Up Testing

2.11.12.1 If the **employer** agrees to continue employment, an employee who violates this policy and undergoes rehabilitation for drugs or alcohol will, as a condition of returning to work, be required to agree to follow-up testing as established by the City Manager. The extent and duration of the follow-up testing will depend upon the safety and security nature of the employee's position and the nature and extent of the employee's substance abuse problem. The City Manager will review the conditions of continued employment with the employee prior to the employee's returning to work. Any such condition for continued employment shall be given to the employee in writing. The City Manager may consider the employee's rehabilitation program in determining an appropriate follow-up testing program.

2.11.12.2 Any employee subject to return-to-work testing that has a confirmed positive drug or alcohol test will be in violation of this policy and subject to termination.

2.11.13 Consequences of Refusal to Submit to Testing/Adulterated Specimen

2.11.13.1 An employee who refuses to submit to testing for drugs and/or alcohol will be subject to disciplinary action, up to and including termination. An employee who consents to a drug or alcohol test but fails to appear timely at the collection site, or who fails to give a sample after reasonable opportunity to do so, will be treated as a refusal to submit to a drug or alcohol test.

2.11.13.2 Submission of an altered or adulterated specimen or substitution of a specimen by a specimen donor will be considered a refusal to comply with this policy and subject the employee to disciplinary action, up to and including termination.

2.11.14 Testing Guidelines

2.11.14.1 The **employer** will test for the following types of substances (as required by law):

- (a) Marijuana (THC)
- (b) Cocaine, including crack
- (c) Opiates, including heroin, codeine, and morphine
- (d) Amphetamines, including methamphetamines
- (e) Phencyclidine (PCP)
- (f) Alcohol

In addition to testing for the above substances, CDL holders are subject to testing for the following substances:

- (g) 6-Acetylmorphine
- (h) MDMA (Ecstasy)

2.11.14.2 Other drugs may be added to this list. Where applicable, the **employer** will follow federal testing procedures for drugs and alcohol set forth by the Federal Department of Transportation (DOT) 49 CFR Part 40 and the Federal Motor Carrier Safety Regulations (FMCSR). These regulations may be amended from time to time.

2.11.15 Options for Drug Retest

2.11.15.1 No later than seventy-two (72) hours after receipt of a positive drug test, an employee who tests positive may request a confirmatory retest of the same sample at his/her expense at a certified laboratory of his/her choice.

2.11.15.2 Upon request, the medical review officer will authorize the laboratory holding the employee's sample to release to a second laboratory, approved by the Department of Health and Human Services, a sufficient quantity of the sample to conduct a second testing analysis.

2.11.15.3 The employee will be required to authorize the laboratory to provide the **employer** with a copy of its test results. The accuracy of the test results will be verified by the laboratory conducting the analysis.

2.11.16 Searches

2.11.16.1 If the **employer** suspects that an employee or on-site contractor is in possession of illegal drugs, alcohol, or contraband in violation of this policy, the **employer** may search **employer** vehicles, lockers, desks, and work areas. By entering into or being present at a job site while on **employer** time or representing the **employer** in any way, an individual is deemed to have consented to such searches. If an individual is asked to submit to such a search and refuses, that individual will be considered insubordinate and will be escorted off the job site and disciplined, as appropriate. The **employer** may take whatever legal means are necessary to determine whether alcohol or illegal drugs are located or being used on **employer** property. The **employer** may call upon law enforcement authorities to conduct an investigation if deemed necessary.

2.11.16.2 Searches will be conducted by management personnel or law enforcement authorities and may or may not be conducted in the presence of the person whose work area is searched. Any suspected contraband will be confiscated and may be turned over to law enforcement as appropriate. Any person whose property is confiscated will be given a receipt for that property by the **employer's** representative conducting the search.

2.11.17 Discipline Related to Abuse

2.11.17.1 Employees in violation of the provisions of this policy will be subject to disciplinary action, up to and including termination.

2.11.17.2 An employee may be found to have violated this policy on the basis of any appropriate evidence including, but not limited to:

- (a) Direct observation of illegal use of drugs, prohibited use of alcohol, or possession of illegal drugs or alcohol or related contraband;
- (b) Evidence obtained from a motor vehicle citation, an arrest, or a criminal conviction for use or possession of illegal drugs or for the use, or being under the influence, of alcohol on or off the job;
- (c) A verified positive test result; or
- (d) An employee's voluntary admission.

2.11.17.3 Prior to determining its course of action, the **employer** may direct an employee who has tested positive to submit to an evaluation by a substance abuse professional. The evaluation will attempt to determine the extent of the employee's use of or dependence on the abused substance(s) and, if necessary, recommend an appropriate program of treatment.

2.11.17.4 If an evaluation is conducted which results in a recommendation for treatment, continued employment may, but is not required, to be allowed if the recommended treatment is immediately begun and successfully completed. The treatment program may include, but is not limited to, rehabilitation, counseling, and after-care to prevent future substance use/abuse problems. The treatment program will **not** be at the **employer's** expense; however, employees may use benefits provided by applicable insurance coverage. Failure by the employee to enroll in the recommended treatment program, to consistently comply with the program's requirements, to complete it successfully, and/or to complete any continuing care program shall be grounds for immediate termination from employment. Employees are limited to substance abuse treatment, if granted, one time only under this policy.

2.11.17.5 When an employee is required to undergo treatment under this policy, the employee may be required to comply with the following as a condition of continued employment:

- (a) Monitoring of the treatment program and the employee's participation by the **employer**;
- (b) Submission to return-to-work testing as required under this policy and continuing follow-up testing as provided in the *Return-to-Work Testing/Follow-Up Testing, section 2.19.12.*; and
- (c) Any other reasonable condition that the **employer** deems necessary to maintain a safe and healthy workplace for all employees.

2.11.17.6 Failure by the employee to enroll in a required treatment program, to consistently comply with the program requirements, to successfully complete the program, and/or to complete any continuing care program will be grounds for immediate termination of employment.

2.11.17.7 Disciplinary action will also be taken for any job performance or behavior that would otherwise be cause for disciplinary action.

2.11.18 Confidentiality

2.11.18.1 All medical and rehabilitation records are confidential medical records and may not be disclosed without the prior written consent of the patient, authorizing court order, or otherwise as permitted by state and federal law. Positive test results may only be disclosed to the employee; the appropriate medical and substance abuse treatment providers; the **employer's** attorney; an **employer** representative necessary to respond to an alleged violation of this policy; individuals within the **employer** who have a need-to-know of drug

and/or alcohol testing results; and a court of law or administrative tribunal in any adverse personnel action.

2.12 Prohibition of Workplace Violence

2.12.1 Policy. The **employer** is committed to providing for the safety and security of all employees, customers, visitors and property.

2.12.2 Scope. This policy applies to all employees, including regular, part-time, temporary, intern, volunteers, elected and appointed officials as well as contract workers and others present on **employer** property.

2.12.3 Implementation.

2.12.3.1 The **employer** will not tolerate any form of workplace violence including acts or threats of physical violence, intimidation, harassment, and/or coercion, which involve or affect the **employer** or which occur on property owned or controlled by the **employer** or during the course of the **employer's** business. Examples of workplace violence include, but are not limited to, the following:

- (a) All threats (including direct, conditional, or veiled) or acts of violence occurring on premises owned or controlled by the **employer**, regardless of the relationship between the **employer** and the parties involved in the incident.
- (b) All threats of any type or acts of violence occurring off the **employer's** premises involving someone who is acting in the capacity of a representative of the **employer**.
- (c) All threats of any type or acts of violence occurring off the **employer's** premises involving an employee of the **employer**, if the threats or acts affect the legitimate interests of the **employer**.
- (d) Any acts or threats resulting in a criminal conviction of an employee or agent of the **employer** or of an individual performing services for the **employer** on a contract or temporary basis which adversely affect the legitimate interests and goals of the **employer**.
- (e) It shall be sufficient cause for the dismissal of any public employee when such public employee advocates or is a member of an organization which advocates overthrow of the Government of the United States or of the state by force, violence or other unlawful means.

2.12.3.2 Specific examples of conduct which may be considered threats or acts of violence include, but are not limited to, the following:

- (a) Hitting, shoving, or otherwise assaulting an individual;
- (b) Direct, conditional, or veiled threats of harm directed to an individual or his/her family, friends, associates, or property;
- (c) The intentional or malicious destruction or threat of destruction of the **employer's** property, or property of another employee;
- (d) Harassing or threatening phone calls, text messages, notes, letters, computer messages, or other forms of communication;

- (e) Harassing surveillance or stalking;
- (f) Unauthorized possession or inappropriate use of firearms, weapons, hazardous biological or chemical substances, or explosives while on **employer** business.

2.12.3.3 The **employer** desires to detect and deter real, potential, or threatened violence. Every employee is required to report immediately any acts of violence or any threat of violence against any coworker, supervisor, manager, elected official, visitor, volunteer, or other individual. Supervisory and managerial personnel who witness or become aware of any acts or threats of violence must notify their superior immediately. Every other person on **employer** property is encouraged to report incidents of threats or acts of violence of which s/he is aware. Threats or acts of violence may include:

- (a) Discussing weapons or bringing them to the workplace.
- (b) Displaying overt signs of extreme stress, resentment, hostility, or anger.
- (c) Making intimidating, abusive, or threatening remarks.
- (d) Sudden or significant deterioration of performance.
- (e) Displaying irrational or inappropriate behavior.

2.12.3.4 Reports of violence or threatening behavior should be made to the Human Resources Department, an employee's immediate supervisor or manager, or any other supervisory or management employee. The **employer** is committed to ensuring that employees reporting real or perceived threats in good faith will not be subject to harassment or retaliation. Nothing in this policy alters any other reporting obligation established in the **employer's** policies or in state, federal, or other applicable law.

2.12.4 Violations

2.12.4.1 Violations of this policy by any employee will lead to disciplinary action, up to and including termination and/or appropriate legal action. The **employer** may also take appropriate disciplinary action against any employee who intentionally makes a false or malicious statement about coworkers or others.

2.12.4.2 Actions of law enforcement personnel which are necessary in the performance of their duties and are consistent with policies or sound law enforcement procedures shall not be considered to violate this policy. In addition, actions necessary for bona fide self-defense or protection of employees of the **employer** or of **employer** property shall not be considered to violate this policy.

2.12.5 Temporary Restraining Orders

2.12.5.1 The **employer** may apply for an order for protection against harassment in the workplace under the terms of NRS 33.200 – 33.360 when it has reason to believe that:

- (a) A person knowingly threatens to cause or commits an act that causes:
 - (1) Bodily injury to him/herself or to another person;
 - (2) Damage to the property of another person; or

- (3) Substantial harm to the physical or mental health or safety of a person.
- (b) The threat is made or an act committed against the **employer**, any employee of the **employer** while performing employment duties, or against a person present at the **employer's** workplace; and
- (c) The threat would cause a reasonable person to fear that the threat will be carried out, or the act would cause a reasonable person to feel terrorized, frightened, intimidated, or harassed.

2.12.5.2 Such order of protection against harassment in the workplace may:

- (a) Enjoin the alleged harasser from contacting the **employer**, an employee of the **employer** while performing his/her duties, and any person while the person is present at the **employer's** workplace;
- (b) Order the alleged harasser to stay away from the workplace; and
- (c) Order such other relief as the court deems necessary to protect the **employer**, the workplace of the **employer**, the **employer's** employees while performing their employment duties, and any other persons who are present at the workplace.

2.13 Employment of Relatives and Minors

2.13.1 Employment of Relatives Policy.

2.13.1.1 Pursuant to the provisions of NRS 281.210, no officer or appointing authority of the employer may employ in any capacity on behalf of the employer any relative of such person who is within the third degree of consanguinity or affinity. (reference: [Nevada Consanguinity/Affinity Chart](#)) Existing employees may continue in their current position following the election of their relative to an appointing authority position.

2.13.1.2 Hiring within the same City department in which an employee is employed of any family member related to that employee within the second degree of consanguinity or affinity is prohibited.

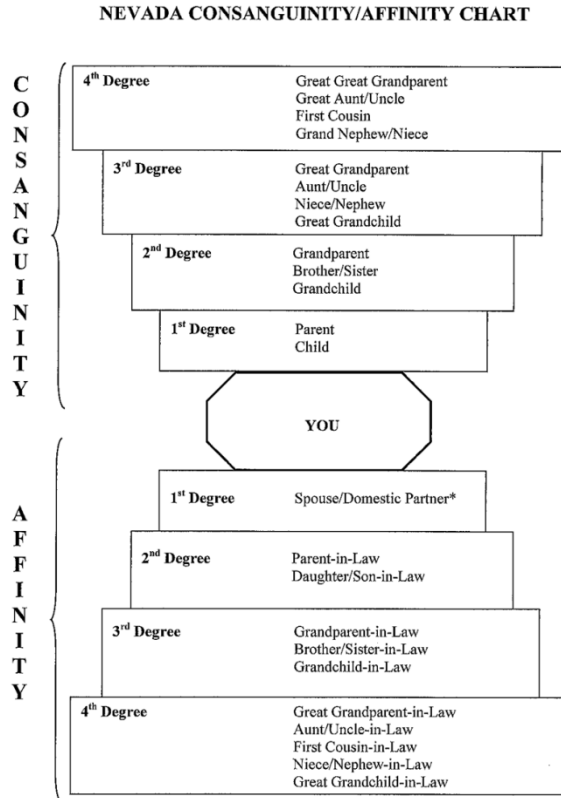
2.13.1.3 The following are “departments” of the City for purposes of this policy: police department inclusive of reserve officers; fire department excluding volunteers; public works department; municipal court; utilities department; city administration; and community development.

2.13.1.4 The prohibitions herein shall not apply to contractual labor. Contractual labor shall be considered and approved by the City Council on an “as needed” basis.

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2.13.2 Consanguinity/Affinity Chart (**Figure 1**)

Figure 1



Note: Step relationships (step-brother, step-father, etc.) are considered to be the same as blood relationships.

*Registered Domestic Partnership with the Secretary of State.

2.13.3 Employment of Minors Policy. Whenever a minor is employed, the hiring department is responsible to:

2.13.3.1 Complete, if necessary, the parental authorization form and obtain necessary signatures (parent, guardian and school). This includes filling out and submitting the Internship Agreement form available from the HR Department.

2.13.3.2 Obtain and photocopy the minor's proof of age document.

2.13.3.3 Forward items 1 and 2 to the HR Department.

2.13.3.4 Provide training to the minor, members of the Department and other City employees who are to have frequent contact with the minor concerning prohibited sexual harassment and other policies.

2.13.3.5 Fill out and submit the Intern Evaluation form at the end of the internship to the HR Department.

2.14 Code of Ethical Standards

2.14.1 Policy

2.14.1.1 The elected and appointed officers and employees of **employer** recognize that holding public office and/or employment is a public trust. To preserve that trust,

we demand the highest code of conduct and ethical standards. The purpose of this policy is to define and establish the standards of ethical conduct that are required of public officials and employees so as to ensure their professional integrity in the performance of their duties.

2.14.1.2 The officers and employees of **employer** shall comply with the following provisions. This list is not all-inclusive, but simply provides the basic level of conduct expected.

- (a) All elected and appointed officials and employees will conduct themselves with honesty and integrity in the course of performing their duties and responsibilities.
- (b) They will act with care and diligence in the course of their employment.
- (c) They will treat everyone, including coworkers, subordinates, supervisors, customers and the public, with the utmost respect and courtesy.
- (d) They will comply with all applicable federal, state, and local laws.
- (e) They will comply with any lawful and reasonable direction given by someone in the employee's agency who has authority to give the direction.
- (f) They will maintain appropriate confidentiality.
- (g) They will disclose, and take reasonable steps to avoid, any conflict of interest (real or apparent) in connection with their employment.
- (h) They will use employer resources in a proper manner.
- (i) They will not provide false or misleading information in response to a request for information that is made for official purposes in connection with their employment.
- (j) They will, at all times, act in a way that upholds the values and the integrity and good reputation of employer.
- (k) They will comply with any other conduct requirement that is prescribed by the employer.

2.14.1.3 Consistent with the provisions of NRS 281A.400 and NRS 281.230, the **employer's** officials and employees are required to comply with the following:

- (a) No official or employee shall seek or accept any gift, service, favor, employment, engagement, perquisite, gratuity, or economic opportunity or advantage which would tend improperly to influence a reasonable person in his/her position to depart from the faithful and impartial discharge of his/her public duties.
- (b) No official or employee shall use his/her position with the **employer** to secure or grant unwarranted privileges, preferences, exemptions, or advantages for him/herself, any member of his/her household, any business entity in which s/he has a significant pecuniary interest, or any other person.
- (c) No official or employee shall participate as an agent of government in the negotiation or execution of a contract between the governmental entity and any private business in which s/he has a significant pecuniary interest.

- (d) No official or employee shall accept any salary, retainer, augmentation, expense allowance, or other compensation from any private source for the performance of his/her duties as an official or employee.
- (e) If an official or employee acquires, through his/her public duties or relationships, any information which by law or practice is not at the time available to the public generally, s/he shall not use such information to further his/her own current or future pecuniary interests or the current or future pecuniary interests of any other person or business entity.
- (f) No official or employee shall suppress any governmental report or other document or information because the release of such report or information has the potential to impact his/her own pecuniary interests or those with whom s/he has a business or personal relationship.
- (g) No official or employee shall use governmental time, property (including monies or funds), equipment, or other facility to benefit his/her personal or financial interests.
- (h) No official or employee shall attempt to benefit his/her personal or financial interest(s) by influencing or intimidating a subordinate.
- (i) No official or employee shall seek other employment or contracts through the use of his/her official position or the influence associated thereto.
- (j) An official or employee shall not, in any manner, directly or indirectly, receive any commission, personal profit, or compensation of any kind resulting from any contract or other transaction in which the **employer** is in any way interested or affected except:
 - (1) A member of any board, commission, or similar body who is engaged in the profession, occupation, or business regulated by the board, commission, or body may, in the ordinary course of his/her business, bid on or enter into a contract with any governmental agency, except the board or commission of which s/he is a member, if s/he has not taken part in developing the contract plans or specifications and s/he will not be personally involved in opening, considering, or accepting offers.
 - (2) A public officer or employee, other than an officer or employee described in a. above, may bid on or enter into a contract with a governmental agency if the contracting process is controlled by rules of open competitive bidding, the sources of supply are limited, s/he has not taken part in developing the contract plans or specifications, and s/he will not be personally involved in opening, considering, or accepting offers.

2.14.1.4 Violations of any of the above provisions by employees may result in disciplinary action, up to and including termination.

2.15 Political Activity

2.15.1 Policy.

2.15.1.1 Employees shall not engage in political activity of any kind during working hours. This includes, but is not limited to: soliciting money, influence, service, or any other valuable thing to aid, promote, or defeat any political committee or

the nomination or election of any person to public office. Wearing or displaying of apparel, buttons, insignia, or other items which advocate for or against a political candidate or a political cause is also an example of prohibited political activity during work hours. Furthermore, no person shall attempt to coerce, command, or require a person holding or applying for any position, office, or employment, including a citizen requesting service supplied by **employer**, to influence or to give money, service, or other valuable thing to aid, promote, or defeat any political committee, or to aid, promote, or defeat the nomination or election of any person to public office.

2.15.1.2 Employees may not participate in any of the above-mentioned activities off duty while wearing a uniform, name tag, or any other item identifying them as a representative of the **employer**.

2.15.1.3 Employees are expressly forbidden to use any **employer** resources, including but not limited to: interoffice mail, email, telephone, fax machines, the Internet, or copy machines to engage in any political activity outside the approved scope of the employees' official duties.

2.15.2 Running for, or Holding Public Office

2.15.2.1 While employees are encouraged to participate in the political process, they must understand the **employer** also has an obligation to provide service to the public.

2.15.2.2 Employees who are seeking, or who have been elected or appointed to public office, shall not conduct any business related to these activities while on duty. This includes all the items listed in the previous section, (i.e., political activity.)

2.15.2.3 If there is a conflict with, or the activities hinder the performance of the duties with **employer**, the employee will comply with one of the following (final approval is at the employer's sole discretion):

- (a) The employee will be expected to resign their position; or
- (b) The employee may apply and seek approval by their respective Department Head for use of accrued leave time, or;
- (c) The employee may request unpaid leave which must be approved by the Department Head and City Manager.
- (d) The maximum duration of paid or unpaid leave time approved will be one (1) month. Employers' leave policies addressing continuation of health insurance, retirement benefits, accrual of additional leave time, and job and seniority status will be applied in this situation.

2.16 Solicitation Prohibited

2.16.1 Employee Activities

2.16.1.1 Distribution of literature by employees in work areas or solicitation by employees during work time on behalf of any club, society, labor union, religious organization, political party, philanthropic or similar organization, or for any purpose whatsoever is strictly prohibited. Distribution of information and correspondence related to the administration of a collective bargaining agreement by officers, consultants, and business representatives of a recognized

employee organization may be allowed pursuant to the terms of a collective bargaining agreement.

2.16.2 Non-Employee Activities

2.16.2.1 Non-employees will not be allowed on the premises for the purpose of distribution of literature to employees or solicitation of employees at any time whatsoever, except as specifically provided below.

- (a) Consultants and business representatives of recognized employee organizations are allowed access to employees as allowed by the specific terms of a current collective bargaining agreement.
- (b) Representatives of employee benefit programs (e.g., supplemental insurance or deferred compensation) specifically approved by the **employer** for payment through payroll deduction may meet with employees during designated work time at designated places or on **employer** property as may be approved by the City Manager.

2.17 Work Stoppage Prohibited

2.17.1 Per NRS 288.230, no employee will instigate, promote, encourage, sponsor, or engage in any strike, picketing, slowdown, concerted work stoppage, sick out, or any other intentional interruption of work. Any employee who violates the provisions of this section will be subject to disciplinary action, up to and including termination.

2.18 Coercion of the Aged, Blind or Disabled

2.18.1 No employee of the City who is concerned with the administration of any program for the aged, blind or disabled shall, in his official capacity, attempt to coerce or coerce any aged, blind or disabled person to join or refrain from joining any organization of the aged, blind or disabled.

2.19 Use of Employer Property and Premises

- 2.19.1 Employees will use the employer's property and equipment including, but not limited to, monies and funds, communication equipment, vehicles, tools, equipment, and facilities **only** for work-related purposes as directed or approved by management.
- 2.19.2 When using employer property and equipment, employees are expected to exercise care, perform required maintenance, and follow all operating instructions as well as comply with safety standards and guidelines. Employees will not misuse, destroy, or otherwise use in an improper or unsafe manner any property of the employer.
- 2.19.3 Employees are prohibited from making unauthorized copies, any other unauthorized use of, or allowing or facilitating the unauthorized possession by others of employer keys or other access devices. Employees are prohibited from transporting family members in the employer's vehicles unless specifically authorized to do so by their supervisor or by department policy.
- 2.19.4 The **employer** may authorize the search of lockers, desks, vehicles, and all other property and spaces owned or controlled by the **employer** to check for the presence of any unauthorized material, weapons of any type, or controlled substances including, but not limited to, alcohol and illegal drugs. Prior notice to employees that **employer**-owned property or space is to be searched is not required. Entrance onto or use of employer property is deemed consent. A search may be conducted either in or outside the employee's presence.

2.20 Phone Policy

2.20.1 Policy. The employer's policy covers phone usage (including texting) while at work, including the use of cell phones while operating motor vehicles.

2.20.1.1 Personal Phone Calls/Use of Personal Cell Phones

- (a) Personal phone calls, whether via your private cell phone or the **employer's** telephone equipment, should be kept to a minimum and be done during authorized break periods, except under obvious emergency situations. Excessive personal calls can result in lost productivity and distract coworkers. **Employer**-issued cell phones are to be used only for official business reasons.
- (b) If an emergency situation arises and the **employer** issued cell phone must be used for a personal call and the employee is not able to obtain prior authorization from a supervisor, the employee is required to notify the supervisor as soon as is practicable. The employee is required to furnish the reason for the call and, if requested, the number called. Violation of this policy may result in the employee being responsible for reimbursing any costs incurred.
- (c) Employees are expected to protect the **employer**-issued cellular equipment from loss, damage or theft.
- (d) The use of hand-held devices while operating a motor vehicle is prohibited. It is illegal to use hand held devices, such as cell phones and personal digital assistants (PDA's), for the purpose of calling, messaging (texting and emailing), instant messaging, or searching the Internet. Voice communications are permitted when conducted using hands-free technology.
 - (1) There are specific exceptions for law enforcement, fire, ambulance, and EMT departments when responding to emergency calls or persons reporting a medical emergency, safety hazard, criminal activity, or responding to a situation requiring immediate action to protect the health, welfare, or safety of another.

2.20.1.2 Phone Use in Business Meetings

- (a) Phone use during meetings, unless specifically required and authorized by management, is forbidden. Cell phones must be turned off and/or calls forwarded to the message feature.

2.20.1.3 Additional Cell Phone Functions and Services

- (a) In addition to telephone service, many cell phones or cellular providers offer various functions and/or services, including text messaging and digital photography not directly related to work. Employees are strictly prohibited from using any of these or similar features while at work or while operating a motor vehicle. Refer to: 2.19.1.1 (a) through (d) above.

2.21 Information Technology

2.21.1 Policy. The **employer** requires employees to use information technology (computer systems, telecommunication and other devices, and electronic information/communication) responsibly and in a manner which is not detrimental to the mission and purpose of employer. To maintain a level of professionalism, any publication through any means (electronic or otherwise) which is potentially adverse to the operation, morale, or efficiency of employer will be deemed a violation of this policy.

2.21.2 Privacy

2.21.2.1 Employees should not expect privacy with respect to any of their activities when using the **employer's** computer and/or electronic and telecommunication property, systems, or services. Use of passwords or account numbers by employees does not create a reasonable expectation of privacy and confidentiality of information being maintained or transmitted. The **employer** reserves the right to review, retrieve, read, and disclose any files, messages, or communications that are created, sent, received, or stored on the **employer's** computer systems and/or equipment. The **employer's** right to review, also called monitoring, is for the purpose of ensuring the security and protection of business records, preventing unlawful and/or inappropriate conduct, and creating and maintaining a productive work environment.

2.21.3 Use

2.21.3.1 The computers, associated hardware and software, including, but not limited to, electronic mail (email or instant messaging "IM") and access to on-line services, as well as voice mail, pagers, smart phones (e.g., BlackBerry, I-phones) and faxes, belong to the **employer** and, as such, are provided for business use. Very limited or incidental use by employees for personal, non-business purposes is acceptable as long as it is:

- (a) Conducted on personal time (i.e., during designated breaks or meal periods);
- (b) Does not consume system resources or storage capacity;
- (c) Does not involve any prohibited uses; or
- (d) Does not reference employer or themselves as an employee without prior approval. This includes, but is not limited to:
 - (1) Text which identifies employer.
 - (2) Photos which display employer logos, patches, badges, or other identifying symbols of employer.
 - (3) Information of events which occurs involving employer without prior approval.
 - (4) Any other material, text, audio, video, photograph or image which would identify employer.

2.21.3.2 Employees loading, importing, or downloading files from sources outside the **employer's** system, including files from the Internet, World Wide Web, social media sites, and any computer disk, must ensure the files and disks are scanned with the **employer's** current virus detection software before installation and execution. Compliance to copyright or trademark laws prior to downloading files or software must be adhered to explicitly.

2.21.3.3 Employees may use information technology, including the Internet, World Wide Web, and social media sites during work hours on job-related matters to gather

and disseminate information, maintain their currency in a field of knowledge, participate in professional associations, and communicate with colleagues in other organizations regarding business issues.

2.21.3.4 An employee's use of the **employer's** computer systems, telecommunication equipment and systems, and other devices or the employee's use of personally-owned electronic devices to gain access to **employer's** files or other work-related materials maintained by **employer** constitutes the employee's acceptance of this policy and its requirements.

2.21.4 Prohibited Use.

2.21.4.1 Prohibited use includes, but is not limited to, the following:

- (a) Sending, receiving, or storing messages or images that a "reasonable person" would consider to be offensive, disruptive, harassing, threatening, derogatory, defamatory, pornographic, indicative of illegal activity, or any that contain belittling comments, slurs, or images based on race, color, religion, gender, sexual orientation, age, disability, political belief, pregnancy, gender identity or expression, veteran status, domestic partnership, genetic information, membership in Nevada National Guard, or national origin.
- (b) Sending, receiving, or storing chain letters.
- (c) Subscriptions to newsletters, advertising, "clubs," or other periodic email which is not necessary for the performance of the employee's assigned duties.
- (d) Sending, receiving, or storing solicitations on behalf of any club, society, philanthropic or similar organization.
- (e) Sending, receiving, or storing union-related solicitations.
- (f) Engaging in political activities including, but not limited to, solicitation or fund raising.
- (g) Engaging in religious activities including, but not limited to, proselytizing or soliciting contributions.
- (h) Conducting outside employment in any manner.
- (i) Engaging in illegal, fraudulent, defamatory, or malicious conduct.
- (j) Writing or participating in blogs that injure, disparage, and/or defame the employer, members of the public, and/or its employees' reputations by name or implication.
- (k) Downloading, uploading, or otherwise transmitting without authorization:
 - (1) Confidential or proprietary information or material
 - (2) Copyrighted material
 - (3) Illegal information or material
 - (4) Sexually explicit material
- (l) Obtaining unauthorized access to other systems.

- (m) Using another person's password or account number without explicit authorization by the employer.
- (n) Improperly accessing, reading, copying, misappropriating, altering, misusing, or intentionally destroying the information/files of the employer and other users.
- (o) Loading unauthorized software or software not purchased or licensed by the employer.
- (p) Breaching or attempting to breach any security systems or otherwise maliciously tampering with any of the employer's electronic systems including, but not limited to, introducing viruses.
- (q) Using the employer's information technology for personal, non-business purposes in other than a very limited or incidental way.

2.22 Social Networking Policy

2.22.1 Policy

2.22.1.1 The **employer** takes no position on an employee's decision to start or maintain a blog or participate in other social networking activities. However, it is the right and duty of the **employer** to protect itself and its employees from unauthorized disclosure of information. The **employer's** social networking policy includes rules, guidelines, and best practices for **employer**-authorized social networking and personal social networking. This policy applies to all board members, management, and employees.

2.22.2 General Provisions

2.22.2.1 Blogging or other forms of social media or technology include, but are not limited, to video or wiki posting, sites such as Facebook and Twitter, chat rooms, personal blogs, or other similar forms of online journals, diaries, or personal newsletters not affiliated with the **employer**.

2.22.2.2 Unless specifically instructed, employees are not authorized and, therefore, restricted to speak on behalf of the **employer**. Employees are expected to protect the privacy of the **employer** and its employees. Employees are prohibited from disclosing personal employee and non-employee information and any other proprietary and non-public information to which employees have access.

2.22.3 Employer Monitoring

2.22.3.1 Employees are cautioned that they should have no expectation of privacy while using the Internet, **employer** equipment or facilities for any purpose, including authorized blogging. Employee's posting can be viewed by anyone, including the **employer**. The **employer** reserves the right to monitor comments or discussions about the **employer** or its employees posted on the Internet by anyone, including employees and non-employees. The **employer** may use search tools and software to monitor forums such as blogs and other types of personal journals, diaries, personal and business discussion forums, and social networking sites.

2.22.3.2 The **employer** reserves the right to use content management tools to monitor, review, or block content on **employer** blogs that violate the **employer's** blogging rules, guidelines, and best practices.

2.22.4 Reporting Violations

2.22.4.1 The **employer** requests and strongly urges employees to report any violations or possible or perceived violations to their immediate supervisor, Department Head, City Manager or Human Resources. Violations include discussions of the **employer** and its employees, discussion of proprietary and non-public information, and any unlawful activity related to blogging or social networking.

2.22.5 Discipline for Violations

2.22.5.1 The **employer** will investigate and respond to all reports of violations of the social networking policy and other related policies. Violation of the **employer's** social networking policy will result in disciplinary action up to and including termination. Discipline will be determined based on the nature and factors of any blog or social networking post. The **employer** reserves the right to take legal action where necessary against employees who engage in prohibited or unlawful conduct.

2.22.6 Authorized Social Networking

2.22.6.1 The goal of authorized social networking and blogging is to become a part of the industry conversation and promote web-based sharing of ideas and exchange of information. Authorized social networking and blogging is used to convey information about **employer** operations and services; promote and raise awareness of the **employer** culture; search for potential new equipment and training tools; communicate with other employees, customers, and interested parties; issue or respond to breaking news or negative publicity; and discuss business-specific activities and events.

2.22.6.2 When social networking, blogging, or using other forms of web-based forums, the **employer** must ensure that use of these communication paths maintain integrity and reputation while minimizing actual or potential legal risks, whether used inside or outside the workplace.

2.22.7 Rules and Guidelines

2.22.7.1 The following rules and guidelines apply to social networking and blogging when authorized by the **employer**. The rules and guidelines apply to all **employer**-related blogs and social networking entries, including **employer** subsidiaries or affiliates.

2.22.7.2 Only authorized employees can prepare and modify content for the **employer's** blog and/or the social networking entries located on any **employer**-related website. Content must be relevant, add value, and meet at least one of the specified goals or purposes developed by the **employer**. If uncertain about any information, material, or conversation, employee will contact immediate supervisor, Department Head, City Manager or Human Resources to discuss the content.

2.22.7.3 All employees must identify themselves as employees of the **employer** when posting comments or responses on the **employer's** blog and/or social networking site.

- 2.22.7.4 Any copyrighted information where written reprint information has not been obtained in advance cannot be posted on the **employer's** blog.
- 2.22.7.5 All employees of the **employer** are responsible for ensuring all blogging and social networking information complies with the **employer's** written policies. Management is authorized to remove any content that does not meet the rules and guidelines of this policy or that may be illegal or offensive. Removal of such content will be done without permission of the blogger or advance warning.
- 2.22.7.6 The **employer** expects all guest bloggers to abide by all rules and guidelines of this policy. The **employer** reserves the right to remove, without advance notice or permission, all guest bloggers' content considered inaccurate or offensive. The **employer** also reserves the right to take legal action against guests who engage in prohibited or unlawful conduct.

2.22.8 Personal Blogs and Social Networking Sites

- 2.22.8.1 The **employer** respects the right of employees to write blogs and use social networking sites and does not want to discourage employees from self-publishing and self-expression. However, employees are expected to follow the rules and guidelines as set forth in this policy to provide a clear line between the employee as the individual and/or as an employee of the **employer**.
- 2.22.8.2 The **employer** respects the right of employees to use blogs and social networking sites as a medium of self-expression and public conversation and does not discriminate against employees who use these media for personal interests and affiliations or other lawful purposes.
- 2.22.8.3 Bloggers and commenters are personally responsible for their commentary on blogs and social networking sites. Bloggers and commenters can be held personally liable for commentary that is considered defamatory, obscene, proprietary, or libelous by any offended party; not just the **employer**.
- 2.22.8.4 *Employees cannot use employer equipment, including computers, licensed software or other electronic equipment, nor facilities or on-duty time to conduct personal blogging or social networking activities.*
- 2.22.8.5 *Employees cannot use blogs or social networking sites to harass, threaten, discriminate, or disparage against employees or anyone associated with or doing business with the employer.*
- 2.22.8.6 If employee chooses to identify him/herself as an **employer** employee, please note that some readers may view him/her as a spokesperson for the **employer**. Because of this possibility, employee is required to state that his/her views expressed in the blog and/or social networking area is employee's own and not those of the **employer** or of any person or organization affiliated or doing business with the **employer**.
- 2.22.8.7 Employees cannot post on personal blogs or other sites the name, trademark, or logo of the **employer** or any business with a connection to the **employer**. Employees cannot post **employer**-privileged information, including copyrighted information or **employer**-issued documents.
- 2.22.8.8 Employees cannot post on personal blogs or social networking sites photographs of other employees, volunteers, clients, vendors, suppliers, patients, nor can employees post photographs of persons engaged in **employer** business without

prior authorization by immediate supervisor, Department Head, City Manager or Human Resources.

2.22.8.9 Employees cannot post on personal blogs or social networking sites any advertisements or photographs of **employer** products, nor use the **employer** in advertisements.

2.22.8.10 Employees cannot link from a personal blog or social networking site to the **employer's** internal or external websites.

2.22.8.11 If contacted by the media, press, or any other public news source about employees' post that relates to **employer** business, employees are required to obtain written approval from the immediate supervisor, Department Head, City Manager or Human Resources prior to responding, explaining the details of the request and who requested the information.

2.23 Use of Tobacco

2.23.1 The **employer** is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees.

2.23.2 As required by NRS 202.2483 (Nevada Clean Indoor Air Act) and also motivated by the **employer's** desire to provide a healthy work environment for all employees, the use of tobacco products is prohibited within any building owned, leased, contracted for and utilized by the **employer**. This prohibition extends to anywhere within work areas, restrooms, hallways, employee lounges, cafeterias, conference and meeting rooms, lobbies, and reception areas.

2.23.3 The **employer** may designate an outdoor smoking area for its employees.

2.23.4 The **employer** shall not allow the use of tobacco products during staff and training meetings.

2.23.5 All City facilities (all buildings) will be smoke free as well as the transport van, administrative van or any other *communal* use vehicle. Any individually assigned vehicles may be smoked in if so permitted by current individual department policy.

2.24 Outside Employment

2.24.1 Policy. In order to maintain a work force that is fit and available to provide proper services and carry out functions of the **employer**, employees are prohibited from engaging in outside employment which presents real or potential conflict with or negatively impacts their employment with the **employer**.

2.24.2 Conflicting Employment. Outside employment may be classified in conflict with the **employer's** interests if it:

2.24.2.1 Interferes with or negatively impacts the employee's ability to perform his/her assigned job.

2.24.2.2 Prevents the employee's availability for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job.

2.24.2.3 Is conducted during the employee's work hours.

- 2.24.2.4 Requires the services of other employees during their normally scheduled work hours.
- 2.24.2.5 Makes use of the **employer's** telephones, computers, supplies, or any other resources, facilities, or equipment.
- 2.24.2.6 Is represented as an activity of the **employer** or an activity endorsed, sanctioned, or recommended by the **employer**.
- 2.24.2.7 Takes advantage of the employee's employment with the **employer**, except to the extent that the work with the **employer** may demonstrate expertise or qualification to perform the outside work.
- 2.24.2.8 Requires the employee to schedule time off at specific times that could disrupt the operation of the **employer**.
- 2.24.2.9 Involves employment with a firm that has contracts or does business with the **employer**. Exceptions to this policy have been identified in *Section 2.14, Code of Ethical Standards*.

2.24.3 Procedure.

- 2.24.3.1 Each employee will determine whether s/he believes the proposed outside employment may conflict with his/her employment with the **employer**.
- 2.24.3.2 An employee must notify his/her Department Head of the outside employment if such outside employment may be reasonably perceived to be in conflict with his/her employment, or if the employee is unsure about a perceived conflict.
- 2.24.3.3 In order to determine if there is a conflict with the employee's duties, the Department Head may request information, such as:
 - (a) The outside **employer's** name;
 - (b) Hours of proposed employment;
 - (c) Job location; and
 - (d) Duties to be performed. If the Department Head turns down the request, the employee may request and the **employer** will grant a review by the City Manager.
- 2.24.3.4 If there is a conflict with the employee's employment, the Department Head will inform the employee, in writing, that the outside employment is not allowed and a copy placed in the employee's personnel file.
- 2.24.3.5 The Department Head will advise the City Manager of conflicts or perceived conflicts caused by an employee's outside employment.
- 2.24.3.6 The employee must terminate the outside employment if s/he wishes to remain an employee of the **employer**.
- 2.24.3.7 Employees who engage in outside employment which is prohibited by this policy are subject to discipline, up to and including termination.

2.25 Personal Appearance

2.25.1 Policy

- 2.25.1.1 Each employee is expected to dress and groom appropriately for the job, presenting a clean, safe, and neat appearance. An employee unsure about

whether attire or grooming is appropriate should consult with his/her supervisor or manager.

2.25.1.2 Employees working in office areas should dress professionally. Appropriate attire includes, but is not limited to, slacks, khakis, capri or crop pants (if they portray a business appearance), knit blouses or tops, dress shirts, polo and cotton shirts, skirts and dresses, turtlenecks, sweaters, loafers, and sandals. Blue jeans, T-shirts, sweat suits, leggings and flip/flop sandals are not appropriate office dress.

2.25.1.3 For those employees who do not have direct contact with the public, dress should still be neat and clean and pose no safety hazard to themselves or others.

2.25.1.4 On approved casual days, employees may dress in casual clothing, including blue jeans and T-shirts, as well as shorts that are no more than 3 inches above the knee, although dress standards still require a neat, clean appearance.

2.25.1.5 Field employees are required to wear the assigned work uniform provided by the **employer**. If a work uniform has not been assigned, employees may wear jeans and T-shirts as well as shorts that are no more than 3 inches above the knee. Any employee who performs any work assignments in the field must wear closed-toe shoes. Long hair must be tied back to ensure the employee's personal safety. Loose clothing or dangling jewelry that poses a safety hazard to employees also is prohibited.

2.25.1.6 Under no circumstances may employees wear halter tops, strapless tops, spaghetti straps, tank tops, cropped tops, clothing with offensive wording (sexually-related references or foul language) or that promotes the use of illegal drugs, clothing that shows undergarments (sheer), torn clothing, clothing with holes in it, or tight-fitting, revealing, or oversized clothing. All clothing must be clean, neat, and fit properly. Safe, neat, and clean shoes should be worn at all times.

2.25.1.7 For all employees, professional appearance means that the **employer** expects employees to maintain good hygiene and grooming while working. Facial hair is permitted as long as it is neat and well-trimmed. Earrings are acceptable; however, no more than one earring may be worn on each ear while working. Rings through the nose, eyebrow, tongue, or body parts other than the ear lobe that are visible to the public may not be worn while working. All tattoos must be small in size or covered at all times and may not be offensive in nature (sexually-related references, foul language, and the promotion of illegal drugs is prohibited). Employees are expected to be conservative in the wearing of makeup, scented products, and hairstyles.

2.25.1.8 If an employee requires a reasonable accommodation regarding his/her dress for bona fide health and/or religious reasons, s/he should contact his/her supervisor or Department Head to discuss an exception to the personal appearance guidelines. Unless it would constitute an undue hardship or safety hazard, **employer** may accommodate such requests.

2.25.2 Enforcement

2.25.2.1 All employees should practice common sense rules of neatness, good taste, and comfort. Provocative clothing is prohibited. **Employer** reserves the right to determine appropriate dress at all times and in all circumstances.

2.25.2.2 When the **employer** believes an employee's dress or grooming does not comply with the personal appearance guidelines, the immediate supervisor will discuss

the issue with the employee. If continued counseling fails to result in the desired response, the supervisor may initiate disciplinary action.

2.25.2.3 **Employer** may send employees home to change clothes should it be determined that dress is not appropriate.

2.25.2.4 If an employee feels aggrieved by the personal appearance guidelines, s/he may use the dispute resolution process provided in the **employer's** personnel policies.

2.26 Children in the Workplace

2.26.1 Policy

2.26.1.1 To avoid disruptions to the employee and coworkers, potential distractions in serving members of the community and to reduce personal and property liability, employees are forbidden to bring children to the workplace. This policy is intended to address the presence of children while the employee is on duty and does not include official functions or activities promoted by employer.

2.26.1.2 Supervisors may **grant a** temporary exception to this rule, not to exceed one (1) work day, to accommodate the employee. If an exception is granted, it is the responsibility of the employee to supervise and control the movements of the child. It is not acceptable to request an accommodation to bring sick children into the workplace.

2.27 Reporting Convictions

2.27.1 Policy

2.27.1.1 All employees are required to report immediately any criminal convictions, guilty or nolo contendere plea, or deferred adjudications for felony, gross misdemeanor, misdemeanor (excluding juvenile adjudication) or any lesser crime other than a minor traffic infraction immediately to their supervisor. Convictions shall not automatically impact the employees' employment.

2.27.1.2 The employer will make an assessment of the effect of the conviction to the essential duties of the position the employee holds.

2.28 Whistleblower Protection

2.28.1 Purpose

2.28.1.1 The purpose of this policy is to establish "whistleblower protection" for employees of the **employer** who report improper governmental action, per NRS 281.611-671 and City Code 1-24.

2.28.2 Definitions.

2.28.2.1 **"Improper governmental action"** is defined as action taken by an officer or employee in the performance of official duties which is:

- (a) In violation of state law or regulation;
- (b) In violation of county code, ordinance, or regulation adopted by the employer;
- (c) An abuse of authority;
- (d) Of substantial and specific danger to the public health or safety; or
- (e) A gross waste of public money.

2.28.3 Filing an Appeal, Ordinance 2010-07

2.28.3.1 An officer or employee who claims that a reprisal or retaliatory action was taken against the officer or employee for disclosing information concerning improper governmental action as defined above may file a written appeal (*reference: [Request for Hearing Under the Provisions of NRS 281.645](#) [“Whistleblower Law”]*) with the City Manager. **“Reprisal or retaliatory action”** includes:

- (a) The denial of adequate personnel to perform duties;
- (b) Frequent replacement of members of the staff;
- (c) Frequent and undesirable changes in the office location;
- (d) Refusal to assign meaningful work;
- (e) Issuance of letters of reprimand or evaluations of poor performance;
- (f) Demotion;
- (g) Reduction in pay;
- (h) Denial of a promotion;
- (i) Suspension;
- (j) Dismissal;
- (k) Transfer;
- (l) Frequent changes in working hours or workdays; or
- (m) If the employee is licensed or certified by an occupational licensing board, the filing with that board, by or on behalf of the employer, of a complaint concerning the employee, if such action is taken in whole or in part, because the officer or employee disclosed information concerning improper governmental action.

2.28.3.2 A written appeal must be filed by the officer or employee within 60 days after the date the alleged reprisal or retaliatory action took place. The reprisal or retaliatory action must have occurred within two years after the date the officer or employee disclosed information concerning improper governmental action. ***The appeal must be filed with the City Manager*** on a form provided by the employer. The appeal must contain a statement that sets forth with particularity:

- (a) The facts and circumstances under which the disclosure of improper governmental action was made; and
- (b) The reprisal or retaliatory action that is alleged to have been taken against the officer or employee.

2.28.4 Appointment of Hearing Officer(s)

2.28.4.1 As set forth by ordinance, hearing officers shall be appointed by the employer’s governing board upon the recommendation of the City Manager. The qualifications of the hearing officers require a combination of education and experience in resolving disputes, adjudicating issues through the interpretation of statutes, rules or regulations, or serving as a hearing officer with the state.

2.28.5 Appeal Hearings

2.28.5.1 A hearing officer may reject an appeal form that is incomplete or otherwise insufficient to commence an appeal.

2.28.5.2 When an officer or employee alleging reprisal or retaliatory action requests an appeal hearing, s/he may represent themselves at the hearing or be represented by an attorney or other person of the employee’s or officer’s choosing. All testimony given at the hearing is under oath. The officer or employee alleging reprisal or retaliatory action presents his/her case first and must establish:

- 2.28.5.3 That the officer or employee was an officer or employee on the date of the alleged reprisal or retaliatory action;
- 2.28.5.4 That the officer or employee disclosed information concerning improper governmental action; and
- 2.28.5.5 The alleged reprisal or retaliatory action was taken against him/her within two years after the date s/he disclosed the information concerning improper governmental action.
- 2.28.5.6 The **employer** then presents its case and must show that the **employer** did not engage in the alleged reprisal or retaliatory action, or that the action was taken for legitimate business purposes and was not the result of the disclosure of information regarding improper governmental action by the officer or employee. The employee or officer making the allegation must then show that the stated business purpose for the action was a pretext for the reprisal or retaliatory action.
- 2.28.5.7 If the hearing officer finds that the action taken was a reprisal or retaliatory action, the hearing officer may issue an order directing the person to desist and refrain from engaging in such action.

2.28.6 Prohibition of Threats or Coercion

- 2.28.6.1 An officer or employee shall not directly or indirectly use or attempt to use the officer's or employee's official authority or influence to intimidate, threaten, coerce, command, influence, or attempt to intimidate, threaten, coerce, command, or influence another officer or employee in an effort to interfere with or prevent the disclosure of information concerning improper governmental action. The provisions of this policy shall not be used to harass another officer or employee.

2.28.7 Disclosure of Untruthful Information

- 2.28.7.1 This policy does not preclude an employer from initiating proper disciplinary action up to and including termination of an individual who discloses untruthful information concerning improper governmental action.

2.28.8 Annual Summary

- 2.28.8.1 As required by NRS 281.661, a summary of this policy will be provided to employees on an annual basis.

2.29 **Related Forms (See APPENDIX "B")**

- 2.29.1 [ADA Reasonable Accommodation Checklist](#)
- 2.29.2 [ADA Employee Request for Accommodation](#)
- 2.29.3 [ADA Accommodation Request--Employee Release](#)
- 2.29.4 [ADA Accommodation Request--Health Care Provider Information](#)
- 2.29.5 [ADA Accommodation Approval Letter](#)
- 2.29.6 [ADA Accommodation Denial Letter](#)
- 2.29.7 [Documentation for Reasonable Suspicion Drug/Alcohol Testing](#)
- 2.29.8 [Drug/Alcohol Test Informed Consent](#)
- 2.29.9 [Nevada Consanguinity/Affinity Chart](#) (Revised 9/09)
- 2.29.10 [Notice – Designation of Equal Employment Opportunity Officer](#)
- 2.29.11 [Request for Hearing Under the provisions of NRS 281-645 \(“Whistleblower Law”\)](#) (New 6/10)
- 2.29.12 [Suggested Steps for Reasonable Suspicion Drug-Alcohol Testing](#)

3.0 EMPLOYMENT

This Section Covers Hiring for Regular Full-Time, Part-Time and Temporary Positions

3.1 Scope

3.1.1 It is recognized that the role of the department is critical in the hiring process and that utilizing the subject matter expertise of those in the hiring department will help ensure the selection of the most appropriately qualified candidate for each position. Therefore, the employer will involve department management in the recruitment, examination, and selection process.

3.2 Source of Candidate

3.2.1 Regular positions may be filled by applicants selected from existing eligible lists. If no eligible list exists, the employer may initiate a recruitment (open or - in-house) to create an eligible list. Applications from present employees may be considered for open positions before non-employee applicants are considered. For open recruitments, the position vacancy announcement will be posted internally and externally per Collective Bargaining Agreements if so provided.

3.2.2 In-house recruitments limit consideration of applicants to qualified employees currently working within a department of the **employer**. Departmental/in-house recruitments shall be limited to employees in regular or introductory status who have completed at least 12 months of service

3.2.3 When deciding what type of recruitment to initiate, the **employer** will consider such factors as the impact of the decision on the **employer's** efforts to have a workforce which is representative of:

- (a) The local population;
- (b) The qualifications and level of responsibility required by the position;
- (c) The extent to which the knowledge and skills required for the position can readily be acquired on the job;
- (d) The qualifications of employees potentially available for placement on a promotional list;
- (e) The effects on retention of present employees; and
- (f) The likelihood of attracting well-qualified outside applicants.

3.2.4 After the employer has determined how to announce the vacancy, human resources will develop a recruitment plan by determining the applicant pool they wish to target and in what geographic region they will advertise; determining what types of media (e.g., www.nevadaruraljobs.com, newspapers, and trade journals) will be used to advertise and ensuring outreach efforts reach diverse applicant groups.

3.3 Job Announcements

3.3.1 Prior to Recruitment

3.3.1.1 Prior to initiating recruitment, the employer should verify or define the essential job functions; identify knowledge, skills, and abilities needed, and determine what education, experience, and credentials will provide the desired knowledge, skills, and abilities.

3.3.2 Open Recruitment

3.3.2.1 The **employer** will announce all vacancies for regular positions. An announcement may be for the purpose of filling a single vacancy or to establish an eligible list for one or more vacancies in the same job class. Position vacancies will be publicized to allow potentially qualified and interested individuals to learn of employment opportunities and to encourage qualified applicants from diverse backgrounds to apply. Recruitment announcements will always be posted at each department location of the **employer** and in such other places as the **employer** feels appropriate. The announcement will normally include:

- (a) Title and pay range of the class of the vacancy;
- (b) Nature of the work to be performed, including the essential job functions;
- (c) Minimum as well as any preferred qualifications, including education and/or experience, knowledge, skills, and abilities, or other special criteria associated with the position;
- (d) License or certifications required;
- (e) Manner of applying (where, how and deadlines); and
- (f) A declaration that the employer is an Equal Employment Opportunity (EEO) employer, and Americans with Disabilities (ADA) accommodations are available.

3.3.2.2 Regular employees will be released from work, and may use annual leave time, to take an examination and participate in an interview held during their scheduled work time. Part-time or Temporary workers will not be paid for time taken to participate in an examination or interview.

3.3.3 In-House Recruitment

3.3.3.1 Notice of in-house recruitments will be posted in the **employer's** work locations as appropriate. When an eligible list is to be established as a result of an in house recruitment and used to fill more than the current vacancy, the announcement will state the time period during which the list will be used and state that only the most appropriately qualified applicants will be placed on the list. The announcement will include the criteria outlined above in sub-section 3.3.2.1.

3.3.3.2 Regular employees will be released from work, and may use annual leave time, to take an in-house examination and participate in an interview held during their scheduled work time. Temporary (intermittent) and part-time workers will not be paid for time taken to participate in a promotional examination or interview.

3.4 General Requirements for Filing of Applications

3.4.1 Forms

3.4.1.1 Applications for employment must be made in writing on prescribed forms (reference: City [Employment Application](#)). Applicants must complete a separate application form for each vacancy unless the job announcement indicates otherwise. The **employer** may also require resumes, completed supplemental questionnaires, and other evidence of education, training, experience, or other lawful requirements, including licenses and certifications. Applications submitted become the property of the **employer**.

3.4.2 Signatures

3.4.2.1 *Applications must be signed by the applicant. Faxed and email copies of the application form may be accepted with the provision that a signed original must be received before the **employer** can officially consider the application.*

3.5 Application Filing Periods

3.5.1 Recruitment announcements will specify the application filing period. Applications must be received by the date and time specified. The filing period may end on a specific date and/or may allow acceptance of applications until a sufficient number of appropriately qualified candidates have applied. The employer, consulting with department management, will determine when sufficient applications have been received.

3.5.2 Application periods will end at the close of the business day or at the specific time stated on the recruitment announcement. A job announcement may be closed at any time and for any reason as determined by the employer.

3.6 Eligibility of Applicants

3.6.1 Applicant Disqualification. An applicant may be disqualified from further participation in the recruitment process and/or from placement on an eligible list by the **employer** for material reasons, including, but not limited to, those listed below:

3.6.1.1 The application does not indicate the candidate possesses the qualifications required for the position.

3.6.1.2 The application is not fully and/or truthfully completed.

3.6.1.3 The applicant has prior convictions that relate to the position for which s/he is being considered. Prior conviction shall not automatically disqualify an applicant from employment; however, an applicant's prior conviction of a crime may be considered in the employment decision. An applicant may be denied employment if s/he is convicted of a crime which relates to the position sought. The employer will consider job-related misdemeanor convictions, but such convictions shall not constitute a sole basis for disqualification from employment.

3.6.1.4 The applicant has been discharged from or resigned in lieu of dismissal from any prior employment for any cause which would constitute a reason for dismissal from employment with the employer.

3.6.1.5 The applicant does not appear at the time and place designated for an examination or interview.

3.6.1.6 The applicant is a former employee of the employer who, absent a compelling reason, quit without notice.

3.6.1.7 Candidate's failure to possess a valid license, certificate, permit, etc. If a prospective candidate for a position cannot obtain the required license, certificate, permit, or occupational certification required for the job, s/he will not be given any further employment consideration. Any job offer, offer of promotion, or offer of transfer previously made will be withdrawn.

- 3.6.1.8 The applicant is a former employee whose performance evaluations indicated below acceptable performance and/or behavioral problems, such as insubordination, leave abuse, or excessive tardiness, and/or listed as a no-rehire.

3.7 Limitation of Applicant Pool to Most Qualified

- 3.7.1 The **employer** may determine at any point in the recruitment process that only those applicants who are deemed most qualified for the vacancy being filled will continue to be considered.

3.8 Examination Process

3.8.1 Administration of Examinations

- 3.8.1.1 All examinations for employment, whether formal or informal, are conducted under the direction of the **employer**. Examinations shall be conducted when there is a need to establish an eligible list or in any circumstances the **employer** deems appropriate.

3.8.2 Factors Evaluated

- 3.8.2.1 Examinations will be used to evaluate applicants' qualifications and suitability for the position. Factors evaluated through the examination process may include, but are not limited to, the knowledge, ability, skill, achievement, physical and mental fitness, and job-related personal characteristics such as customer service skills.

3.8.3 Types of Examinations

- 3.8.3.1 The techniques used in the examination process shall be consistent, impartial and practical, and shall relate to the qualifications and suitability of applicants to perform the job duties and responsibilities of the position. Examinations may include any or a combination of the following selection techniques:

- (a) Evaluation of employment applications;
- (b) Assessment of experience, training, and/or education;
- (c) Written tests;
- (d) Personal and group interviews;
- (e) Performance tests;
- (f) Physical ability tests;
- (g) Evaluation of work performance and work samples;
- (h) Medical and psychological evaluations; and
- (i) Other assessment methods as deemed appropriate for the class/position.

- 3.8.3.2 Certificates of one or more medical and psychological practitioners, references, background investigations, and fingerprint checks may be a part of any selection process if such are deemed relevant to the specific job requirements by the **employer**.

3.8.4 Minimum Standards

- 3.8.4.1 In any examination, the **employer** may include qualifying and/or competitive components and may establish minimum standards or scores for each component and/or the examination as a whole.

3.9 Eligible Lists

- 3.9.1 The employer may maintain eligible lists consisting of the names of applicants eligible for hire based on the recruitment process. While generally used to fill a single position, eligible lists may be used to fill additional positions which occur within six (6) months of the establishment of the list or until a published expiration date, whichever occurs first.
- 3.9.2 An applicant will be removed from an eligible list if the applicant submits a written request to be removed, or if the applicant fails to respond within an allotted time period to instructions regarding participation in an examination or selection interview mailed to the eligible applicant. An eligible applicant who refuses an offer of employment will be removed from an eligible list unless the specific circumstances of the refusal warrant otherwise as determined by the employer.

3.10 Interviewing Applicants

- 3.10.1 Selecting the most appropriately qualified candidate for the position will reduce turnover, reduce the costs associated with training, and improve the effectiveness of the organization.
- 3.10.2 Once applications have been evaluated and a determination has been made regarding which applicants are selected for an interview vs. those who will not be interviewed based on applicant's education, experience, and other job related qualifications, applicants may be notified as to their status. The interviewing portion of the selection process is critical for determining which applicants are best qualified to do the job.
- 3.10.3 Prior to conducting an employment interview, the HR Department should:
 - 3.10.3.1 Review the job descriptions.
 - 3.10.3.2 Create job-related questions to ask each candidate to help ensure consistency. Ask open-ended, job-related questions about past work experiences to identify skills and strengths.
 - 3.10.3.3 Prepare a Candidate Interview Evaluation Form (reference: Applicant Screening Grid to measure strengths and weaknesses.
 - 3.10.3.4 Convene an interview team, if possible, of approximately three members who are representative of the nature and skill sets of the job, and both genders and ethnically diverse, if available.
- 3.10.4 Each candidate applying for the same position should be asked the same, job-related questions on the question guide and rated using the same evaluation form. The evaluation form will help the evaluator measure the extent to which each candidate possesses the necessary knowledge, skills, and abilities required for the position. Whenever necessary, ask follow-up questions to clarify the response of the candidate. Avoid asking questions which are unlawful or on inappropriate subjects. Refer all panelists to the reference guides Prohibited Topics: "Questions Which Cannot Be Asked" (reference: [Prohibited Topics "Questions Which Cannot Be Asked"](#)) and the "Potential Rating Errors and Problems" (reference: [Potential Rating Errors and Problems](#)) for review prior to the actual interview.

3.11 Selection of Applicant for Hiring

- 3.11.1 Employment decisions must be based solely on merit. Consistent with applicable federal, state, and local laws and regulations, employment decisions may not be influenced by race, religion, gender, sexual orientation, age, disability, national origin,

ancestry, color, pregnancy, gender identity or expression, domestic partnership, political affiliation, genetic information, membership in Nevada National Guard, or veteran status.

- 3.11.2 The hiring department head, in consultation with the City Manager, has ultimate responsibility for selection of the candidate for hire; however, s/he should take into consideration the input of the other members of the interview team.
- 3.11.3 The hiring department head is responsible for ensuring the selected candidate meets the required level of education, experience, certification, license, etc.
- 3.11.4 The hiring department head will document the basis of their decision to select a particular candidate; i.e., why s/he is the most qualified and the best fit for the position. The Candidate Interview Evaluation Form (*reference: [Applicant Screening Grid](#)*) is the best tool for this.
- 3.11.5 The hiring department head will submit the documentation regarding why the selected applicant was chosen and notify the City Manager and the HR department of the selection.

3.12 Correction of Administrative Errors

- 3.12.1 *If the employer should discover any administrative error regarding the process of filling a vacancy, the employer will correct the error at any time during the duration of the eligible list. No such correction shall affect an appointment.*

3.13 Reference Checks

- 3.13.1 Policy. Acquiring and providing accurate employment references is an important component of acquiring, retaining, and providing relevant information concerning employees. Therefore, the employer is committed to adhering to the following procedure whenever conducting a background/reference check for an applicant for employment or when responding to inquiries from others for information regarding a current or former employee.

3.13.2 Acquiring References

3.13.2.1 Reference and background checks are conducted to assist the **employer** in assessing an applicant's fitness for employment with the **employer**. Only those employees designated by the City Manager may acquire employment references. Any authorized employee of the **employer** who attempts to acquire reference information on an applicant must comply with the following:

- (a) Obtain an **employer** employment application that is signed and dated by the applicant (*reference: [Employment Application for City of West Wendover](#)*). The applicant must have completed all relevant sections of the application.
- (b) Obtain authorization from the applicant by means of his/her signature directly on the application and/or separate release form (*reference: [Authorization to Conduct Employment Investigations](#)*) for the release of information from former **employers**, military, educational institutions, other institutions, personal references, and other individuals listed on the application. Authorization for release of such information by the applicant shall include a release from liability of any company, institution, or individual providing such information. If an applicant refuses to sign such a release, s/he will be eliminated from further consideration for employment with the **employer**.

- (c) The applicant is informed through the “Employment Application” that the **employer** will conduct a background/reference check and that evaluating the applicant’s suitability for employment includes contacting employment and other references, educational institutions, and personal and professional associates to verify information provided.
- (d) Develop questions that are related to the essential functions of the position and are non-discriminatory. Questions related to an applicant’s training, knowledge, skills, production, timeliness of work, and ability to work with others are examples of appropriate inquiries. Discriminatory or non-work related questions such as family or marital status, disabilities, age, and related areas are not appropriate.

Note: For safety-sensitive positions as defined by 42 CFR Part 382 and U.S. Department of Transportation regulations, the **employer** shall obtain, pursuant to an applicant’s written consent, information on his/her alcohol tests with a concentration result of .04 or greater, verified positive controlled substance test results, and refusals to be tested within the preceding two (2) years from date of application which are maintained by the previous **employers**.

- (e) Identify the appropriate individual(s) to question regarding the applicant’s work performance, knowledge, skills, and abilities related to the essential functions of the position.
- (f) Adequately document the conversation and record refusals to provide information (references: *Employer-Links; Johnson-Roberts; Personal References Questionnaire; Employer Reference Check*).
- (g) Maintain strict confidentiality of all background/reference information. Only employees, supervisors, or management officials of the **employer** who have a demonstrable work-related need-to-know should be accorded access to such information.

3.13.3 Providing References

3.13.3.1 All requests for employment information shall be referred to the HR Department. Only those personnel designated by the City Manager are authorized to release employment information to third parties.

3.13.3.2 The **employer** has a neutral reference policy as well as a confidential information policy. Only the following personnel information and employment records that the **employer** maintains concerning current and former employees shall be provided upon request:

- (a) Name
- (b) Class/Job Title
- (c) Dates of Employment
- (d) Salary
- (e) Information regarding an employee terminated for violent actions in the workplace or who may have demonstrated dangerous behavior in the workplace will be provided only after consultation with **the City Manager**.

- (f) Employment information and documented incidents regarding the character, honesty, and potential for violence of the **employer's** employees may be provided to governmental **employers**, including, but not limited to, any federal, state, county, municipality or city **employers**, or any other private (non-governmental) **employer** where the employee's character, honesty, sexual misconduct, and potential for violence are relevant issues. Examples include, but are not limited to, jobs which involve public safety, entrustment for the care or safety of children, the elderly or health care patients, or positions having access to money and/or valuables. The **employer** must provide information requested by law enforcement agencies in accordance with NRS 239B.
- (g) Records which are required for employees in safety-sensitive positions, as defined in 42 CFR Part 382 and U.S. Department of Transportation regulations, shall be made available to subsequent **employers** upon receipt of written request from the employee or former employee.
- (h) In accordance with NRS 239.012, a public officer or employee who acts in good faith in disclosing or refusing to disclose information and his/her **employer** are immune from liability for damages, either to the requester or to the person whom the information concerns.

3.14 Applicant/Employee Investigations

3.14.1 Policy. The **employer** desires to maintain a productive, efficient, effective, healthy, and safe work environment and, as a result, will conduct pre-employment background checks of applicants and current employees as necessary. If these background checks are conducted by external third parties (also called "consumer reporting agencies"), they will be governed by relevant provisions of the Fair Credit Reporting Act (FCRA) and the Fair and Accurate Credit Transactions Act (FACT). FCRA and FACT cover background checks and other investigations for prospective employees, and current employees in certain situations, such as a promotion to positions requiring additional information. FCRA and FACT specifically exclude misconduct investigations, such as unlawful harassment charges.

3.14.2 Reports

3.14.2.1 The types of reports that may be requested from consumer reporting agencies under this policy include, but are not limited to: credit reports, criminal records checks, court records checks, driving records, and/or summaries of educational and employment records and histories. These reports or checks are also called "consumer reports." The information contained in these reports may be obtained by a consumer reporting agency from public record sources or through personal interviews with the applicant's or employee's coworkers, neighbors, friends, associates, current or former **employers**, or other personal acquaintances. These are sometimes referred to as "investigative consumer reports." Any information contained in such reports may be taken into consideration in evaluating an applicant's or employee's suitability for employment, promotion, reassignment, or retention.

3.14.3 Requirements

3.14.3.1 In order to meet the requirements of the FCRA, effective the date of this policy:

- (a) All applicants for employment will be required to complete a notice and authorization form concerning consumer and investigative consumer reports (*reference: [Notice and Authorization for Requesting Consumer and](#)*

Investigative Consumer Reports). In the event of an external third party investigation, existing employees will be required to complete a notice and authorization form concerning consumer and investigative consumer reports, provided the employee has not previously completed such form.

- (b) The **employer** will certify to the consumer reporting agency that:
 - (1) The notice and authorization requirement has been met;
 - (2) The information received is only used for employment purposes;
 - (3) The information will not be used to violate any Equal Employment Opportunity (EEO) legislation;
 - (4) Pre-adverse action requirements will be followed;
 - (5) Any additional investigative consumer report disclosures, if applicable, have or will be issued within three (3) days; and
 - (6) Upon request from the applicant or employee, the **employer** will comply with applicable additional disclosure requests including, but not limited to, information as to the nature and scope of an investigative consumer report.
- (c) The **employer** will provide a copy of the consumer report and a summary of the individual's rights under the FCRA (references: [A Summary of Your Rights Under the Fair Credit Reporting Act](#); [Disclosure to Employee or Applicant of Request for Third Party Investigative Report](#); [Adverse Action Notice](#)) to the applicant or employee prior to making a final adverse or negative employment decision that, in whole or in part, is influenced by a consumer report or an investigative consumer report.
- (d) After the **employer** has complied with item 3 above and waited at least 5 work days, the **employer** may take the adverse or negative action. After taking such action, the **employer** must provide to the applicant or employee a notice of adverse action which also contains the following:
 - (1) The name, address, and telephone number of the consumer reporting agency;
- (e) A statement that the consumer reporting agency did not make the adverse action decisions and will be unable to inform the applicant or employee of the specific reason(s) for the adverse action;
- (f) A statement that the applicant or employee is entitled to obtain an additional free copy of the "consumer report"; and
- (g) A statement that the applicant or employee has a right to dispute the accuracy or completeness of any information in the report.
- (h) See the referenced forms in *item (c)* above.

3.15 Offers of Employment

3.15.1 Job Offer Letters

3.15.1.1 After an applicant has been selected for employment or promotion, the department head will notify the City Manager, who will extend:

- (a) A "notification of background check" if non-medical checks are required (i.e. background, criminal, DMV, consumer reporting, drug test, etc.)

- (b) A “bona-fide conditional offer letter” (if medical exam is required). Once non-medical checks and tests have been successfully passed, this letter will condition the offer on passing medical examinations.
- (c) A “formal job offer letter” once all applicable non-medical and medical checks/exams have been passed; this letter will include the terms and conditions of employment.

3.15.1.2 Prior to notifications/letters being extended, the City Manager or her/his designee may contact the applicant by telephone to determine whether there is continued interest in employment and to indicate that a request to hire has been made, but must state that only a notification in writing can be considered and official employment/job offer.

3.15.1.3 All non-medical checks/exams must be completed before applicant is subject to medical exams.

3.15.2 Applicant Expenses

3.15.2.1 Unless approved by the City Council, the City does not reimburse any applicant for travel costs in conjunction with the hiring process.

3.15.2.2 Relocation costs are paid in full by the employee unless otherwise budgeted and approved by the City Council.

3.15.3 Pre-employment Drug/Alcohol Screening for All Employees, Department Safety Sensitive Positions, Safety Sensitive Positions and/or Other Positions so Identified by Employer

3.15.3.1 The **employer** may require successful applicants for any position, department safety-sensitive, safety-sensitive and/or other positions so identified by employer, who have been offered an appointment to a regular position or casual work to consent to a pre-employment drug screen.

3.15.3.2 The **employer** will advise the selected applicant that the presence of one or more drug metabolites may be cause for rejection from further consideration for employment, and that offers of employment are contingent upon a negative drug test result.

3.15.3.3 The applicant may be asked to authorize the **employer**, as a condition of employment, to conduct through the **employer’s** designated laboratory testing facility, a drug screen test. Refusal to authorize and participate in a drug screen shall eliminate the applicant from further consideration for the position.

3.15.3.4 The **employer** may direct applicants to an appropriate collection facility. The drug test must be undertaken as soon after notification as possible, and in no circumstances later than forty-eight (48) hours after notice to the applicant.

3.15.3.5 The **employer** will advise applicants of the opportunity to submit medical documentation to support a legitimate use for a specific drug. Such information will be reviewed only by medical consultants determining whether the applicant is lawfully using an otherwise illegal drug.

3.15.3.6 The **employer** will not extend a final offer of employment to any applicant with a verified positive test result, and such applicant will not be considered for any vacancy of the **employer** for a period of twelve (12) months. The **employer** shall disqualify the applicant on the basis of failure to pass the applicable test(s).

3.15.4 Other Conditions

3.15.4.1 All offers of initial and continuing employment are conditioned upon the applicant furnishing satisfactory evidence of identity and legal authority to work in the United States. Each applicant must attest to his/her identity and legal authority to work in the United States in accordance with the applicable federal statute by completing and signing INS Form I-9 (Employment Eligibility Verification), as well as passing the E-verify system requirements. Depending on the specific position, offers of employment may also be contingent upon passing a pre-employment physical examination, background check, submitting documentation of qualifications, and/or obtaining job-required licenses.

3.15.4.2 The HR department will notify all unsuccessful applicants that they have not been selected, in writing. The HR department will document any verbal notification.

3.16 Employee Orientation

3.16.1 The employer recognizes that an appropriate and timely orientation program can aid the assimilation of new staff members. The HR department will be responsible for the orientation of each new employee (*reference: [New Hire And Review Checklist](#)*). Orientation may include, but is not limited to, a review of the organization and services of the **employer**, work rules, standards of performance, and personnel policies and procedures including the policies relating to fair employment practices, prohibited conduct/behavior, workplace violence, alcohol and drug abuse, and workplace safety. Additionally, the HR department will ensure that the new employee:

3.16.1.1 Has completed all new hire paperwork including payroll and benefit forms;

3.16.1.2 Will receive or be provided access to the employer's personnel policies;

3.16.1.3 Has been introduced to other employees by the department; and

3.16.1.4 Has had the opportunity to have questions addressed.

3.17 Introductory (Probationary) Period

3.17.1 All new and rehired regular employees, except elected officials and appointed officers who are considered exempt will serve a 90 day introductory/probationary period beginning with the day the employee initially reports for work. Current employees who are promoted or transferred will also be required to serve a 90day introductory period. During this "introductory period," the employee and the **employer** have the opportunity to evaluate one another and determine whether the employee is a good fit for the position. Per Collective Bargaining Agreements, the **employer** may extend this introductory period. The employment relationship can be terminated by the employee or by the **employer** at any time during the introductory period or during the extension of the introductory period, with or without cause or advance notice.

3.17.2 Prior to completion of the introductory period, the supervisor will conduct at least one (1) performance evaluation to ascertain the advisability of continued employment.

3.18 Failure to Appear for Work

3.18.1 If a selected applicant fails to report for work within the time period prescribed by the employer, that applicant may be deemed to have declined the position and be removed from the eligible list.

3.19 Transfers

- 3.19.1 **Posting:** All City positions open for transfer will be posted for a minimum of five working days at each City Facility.
- 3.19.2 **Application:** Any current employee (regular part-time or regular full-time) interested in applying for a transfer must file a completed City application form with the Personnel Office in accordance with instructions listed on the employment opportunities notice.
- 3.19.3 **Tenure of Previous Position:** Transfers are made only when the City's service will benefit. Generally, employees are expected to serve in their current position for at least one year before being considered for promotions or transfers.
- 3.19.4 **Personnel File:** The personnel file of the transfer applicant will be made available to the department head responsible for filling the open position.
- 3.19.5 **Notice to Department Head:** If the current employee is selected, his/her department head will be advised prior to the offer being made to the employee.
- 3.19.6 **Transfer Date:** If the employee accepts the position, it will be the responsibility of the two department heads, along with the employee, to reach agreement on a transfer date. In the event satisfactory agreement cannot be reached on this matter, it will be forwarded to the City Manager's Office for a decision. Every effort should be made to accomplish the transfer within two weeks of the offer's acceptance.
- 3.19.7 **Salary:** The salary offered to the employee must be consistent with the salary and requirements of the new position. Thus, an employee who meets only the minimum requirements for the position will be started at the bottom of the salary range regardless of the employee's current salary. Employees who exceed the minimum requirements for the position may be offered a salary consistent with the employee's level of skills, experience, and knowledge.
- 3.19.8 **Probationary Period:** A transfer employee will serve a probationary period in his/her new position. In the event the employee fails to satisfactorily complete this probationary period, the employee will be considered for return to the former position unless that position has been filled. If the former position has been filled the employee may no longer be eligible for employment.
- 3.19.9 **Benefits:** If the position to which an employee transfers carries benefits different from those of the previous position, the benefits of the new position apply.
- 3.19.10 **Effect of Transfer:** Transfers do not change a person's date of hire. However, the anniversary date for future step increases will be revised to coincide with the transfer date.
- 3.19.11 **City Initiated Transfer:** Transfers may also be initiated by the City in instances where the City's best interests may be served. The City will give 14 days' notice to the affected employee. In the event an employee declines the new position, that employee shall be deemed to have voluntarily terminated their employment with the City.

3.20 Promotions

- 3.20.1 **In-House:** The City may fill all vacant positions with qualified City employees before advertising to the general public, following a policy of upward mobility whenever possible.

- 3.20.2 **Application:** Employees are encouraged to apply for any vacancy for which they may qualify in accordance with the Administrative Policy of HIRING PROCESS.
- 3.20.3 **Tenure of Previous Position:** Generally, employees are expected to serve in their current position for at least one year before being considered for promotions or transfers.
- 3.20.4 **Selection Criteria:** Selection of an employee for a promotion (or lateral transfer) is based on past work record, education, knowledge of the job duties, as well as time in service.
- 3.20.5 **Process Required:** No offer of promotion may be made to any employee prior to completion of the recruitment and selection process. Temporary assignments may be made by the department head for a specified time or assignment as necessary. Such appointments are made on “acting” basis and the employee returns to his or her regular position upon completion of the assignment.
- 3.20.6 **Compensation:** Unless otherwise provided by union contract, whenever an employee is promoted to a higher position, or whenever an employee’s position is upgraded, said employee will enter the new grade/position at the appropriate level as defined in the “compensation” section of this manual.
- 3.20.7 **Date of Hire:** Promotions do not change a person’s date of hire. However, the anniversary date for future pay increases will be revised to coincide with the promotion date.
- 3.20.8 **Probationary Period:** Persons so promoted will be subject to the standard probationary period for the new position, unless specifically waived by the City Manager’s office. Those who fail the probationary period may re-assume any prior appointment held prior to the promotion unless that position has been filled.
- 3.20.9 **Market Upgrades:** Employees in position classifications which are upgraded (or downgraded) in salary to reflect changes in market conditions will retain their existing anniversary date for future step increases.
- 3.20.10 **New Positions:** When a new position is requested by a Department Head or the duties of an old position are substantially changed, the department head shall submit a written recommendation to the City Manager including justification for the new position, emphasizing changes in position responsibilities or requirements for qualifications (i.e. experience, education, certifications, etc.).
- 3.20.10.1 The request will be reviewed by the City Manager. If the request is justified, the budget impact will be determined, and a report prepared by the Chief Financial Officer for review by the City Manager, and subsequently the City Council. If approved, the City Manager will take the necessary steps to affect the creation of the new position. No “new position” will be affected without Council approval.
- 3.20.10.2 If the City Manager’s Office does not concur with the request, the Department Head will be provided with reasons.
- 3.20.11 **Reclassification:** Any employee may request a job reclassification; such request to be in writing and submitted to the department head. Upon receiving a written request for reclassification, the department head will submit it, along with his written detail of facts and recommendation, to the City Manager, who, if warranted, shall submit the request with his own recommendation to the City Council for approval.

3.21 Rehire

- 3.21.1 Any former regular employee who resigned from the City in good standing is eligible for re-employment.
- 3.21.2 Persons interested in re-employment should file a completed City application form with the HR Office. The individual will then proceed through the regular hiring procedures with other applicants as described in the Hiring Process Policy.
- 3.21.3 An individual re-employed in his/her former position may, at the City's discretion, be paid at the same pay step at the time he/she left the City, provided however, that the re-employment is within 6 months of the previous resignation.
- 3.21.4 The compensation of an employee re-hired to a position other than the former position will be subject to provisions for new hires.
- 3.21.5 Reinstatement in the retirement system will be made in accordance with the rules and regulations as set by the Nevada State Retirement system.
- 3.21.6 The date of hire will take the person's previous service with the City into account, however, future step increases will coincide with the re-employment date.
- 3.21.7 The individual's previous personnel file will be re-activated once re-employed by the City provided re-employment is within seven years after the original resignation.
- 3.21.8 All individuals re-employed by the City must complete a new probationary period.

Note: Limitations exist for rehiring retired public employees (NRS 286.523).

3.22 License/Occupational Certification

3.22.1 Purpose

- 3.22.1.1 The **employer** mandates that, if required by the current job, all employees obtain and maintain a valid license, certificate, permit, or other occupational certification issued by the state, county, city, or other applicable authority.

3.22.2 Employee Responsibilities

- 3.22.2.1 All employees who must possess a valid license, including a driver's license, certificate, permit, or other occupational certification as required by their position, must adhere to the provisions of Chapter 425 of the Nevada Revised Statutes including those provisions relating to paternity determination and child support.
- 3.22.2.2 In the event the employee receives notice of revocation or non-renewal of a license, certificate, permit, or occupational certification as a result of a violation of NRS 425, s/he shall immediately notify his/her supervisor. The employee shall not perform any task for which the license, certificate, permit, or other occupational certification is required after the license, certificate, permit, or occupational certification has been non-renewed or revoked. By statute, the employee has thirty (30) days to satisfy one of the items listed below:
 - (a) Comply with the court order, subpoena, or warrant;
 - (b) Satisfy any arrears payments due; or
 - (c) Submit to the District Attorney or other public agency a written request for a hearing.

3.22.2.3 Failure to satisfy one of the above items (a) through (c) will result in the license, certificate, permit, or occupational certification being revoked or suspended by the issuing agency.

3.22.2.4 If the employee has been notified and does not satisfy any noted deficiency within thirty (30) days from receipt of notice, his/her renewal license, certificate, permit, or occupational certification, by statute, will not be approved and will be revoked or suspended by the issuing agency. This action will remain in effect until s/he satisfies the deficiency.

3.22.2.5 In the event the employee does not have a valid license, certificate, permit, or occupational certification, s/he does not meet the job requirements. Failure to meet the job requirements will result in termination.

3.22.3 Candidates/Employee Failure to Possess a Valid License, Certificate, Permit, etc.

3.22.3.1 If a prospective candidate/employee for a position cannot obtain the required license, certificate, permit, or occupational certification required for the job, s/he will not be given any further employment consideration. Any job offer, offer of promotion, or offer of transfer previously made will be withdrawn.

3.23 Volunteer Program

3.23.1 Purpose

3.23.1.1 The **employer** recognizes that there are benefits to members of the community to become involved in the delivery of the **employer's** programs and services on a volunteer basis. Individuals have an interest in assisting public agencies by applying their knowledge, skills, and experience to a worthwhile endeavor. Also, the community and the **employer** receive enhanced services because of the individual's specialized skills and commitment. Using volunteers is a true win-win situation for those willing to volunteer for the **employer** and for the community.

3.23.2 Scope

3.23.2.1 This policy covers the essential elements of an effective volunteer program which is compliant with applicable state and federal regulations pertaining to the **employer's** volunteers. As this policy is broad in scope, individual departments should establish additional specific requirements consistent with this policy to guide the use of volunteers within the specific program areas.

3.23.3 Planning

3.23.3.1 Prior to implementing a volunteer program, a department will develop a plan for utilizing volunteers. The plan **may** include:

- (a) Job assignment descriptions for each volunteer.
- (b) A statement describing how and by whom volunteers are overseen.
- (c) The plan must include:
 - (1) A needs assessment and a statement outlining how volunteers will be used to meet these needs;
- (d) A budget for any personnel costs, operating costs, and direct and indirect costs

3.23.4 Recruiting, Screening, Interviewing and Selecting Volunteers

- 3.23.4.1 As with employees, the **employer's** ability to meet its goals and objectives is directly related to the skill and ability of volunteers selected. Criteria for selecting volunteers will be developed in the same manner as used for selecting new employees.
- 3.23.4.2 The **employer** prohibits discrimination, harassment, or retaliation directed at volunteers on the basis of their race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, membership in Nevada National Guard, , or disability.
- 3.23.4.3 The recruitment, screening, and interviewing process should be planned and sufficiently thorough to result in selecting the best volunteer possible for departmental needs.
- 3.23.4.4 Volunteer applicants engaged in activities for the **employer** on a regular basis shall complete the **employer's** volunteer application, including an acknowledgment that the function to be performed is not a paid position and the person is truly volunteering his/her services.
- 3.23.4.5 The **employer** will solve problems associated with the volunteer's performance or behavior. However, if problems cannot be corrected, the services of the volunteer should discontinue.
- 3.23.4.6 Specific requirements that apply to employees in certain occupations such as fingerprinting, detailed background checks, and screening for drug use apply to volunteers performing similar occupations.

3.23.5 Managing Volunteers

- 3.23.5.1 Volunteers must be covered by the **employer's** workers' compensation policy per NRS 616A.130. Volunteers shall receive appropriate oversight for the functions performed including an orientation to the **employer's** policies and procedures, departmental operating procedures, safety practices, and other relevant information.
- 3.23.5.2 Day-to-day oversight of volunteers shall be conducted as with employees. Adequate equipment and supplies, as well as a safe working environment, will be provided for volunteers.
- 3.23.5.3 The **employer** will maintain detailed and accurate records of volunteer activities including a roster of active volunteers. The date, time, and duration of each volunteer activity session must be recorded, along with the work performed. The **employer** will remove volunteers from the roster whenever volunteers are inactive for more than thirty (30) days.
- 3.23.5.4 Volunteers may be reimbursed for expenses incurred. In addition, the **employer may** provide limited and reasonable benefits and/or nominal remuneration to volunteers. The benefits provided cannot be in an amount or of a type that implies that the volunteer is being paid a wage or salary for time spent as a volunteer, or for the quantity or quality of the work performed. All such benefits must be approved, in advance, by the **employer's HR Department**.
- 3.23.5.5 Annual performance evaluations may also be completed on volunteers.

3.23.5.6 Volunteers serve at the pleasure of the **employer** and are subject to dismissal at any time with or without cause.

Note: For related forms to the Volunteer Program, refer below in Section 3.24.

3.24 Related Forms (See APPENDIX “C”)

- 3.24.1 [Adverse Action Notice](#)
- 3.24.2 [A Summary of Your Rights Under the Fair Credit Reporting Act](#)
- 3.24.3 [Authorization to Conduct Employment Investigations](#)
- 3.24.4 [Candidate Interview Evaluation Form](#)
- 3.24.5 [Disclosure to Employee or Applicant of Request for Third Party Investigative Report](#)
- 3.24.6 [New Employee Orientation Checklist](#)
- 3.24.7 [Notice and Authorization for Requesting Consumer and Investigative Consumer Reports](#)
- 3.24.8 [Offer Letter – Public Sector Employers](#)
- 3.24.9 [Potential Rating Errors and Problems](#)
- 3.24.10 [Prohibited Topics “Questions Which Cannot Be Asked” Pre-Adverse Action Notice](#)
- 3.24.11 [Employment Application for Public Sector Employer](#)
- 3.24.12 [Reference Check Data Collection Form](#)
- 3.24.13 [Reference Check Data Collection Form For Public Safety Agencies](#)
- 3.24.14 [Transfer/Reassignment Request Form](#)

VOLUNTEER-RELATED FORMS:

- 3.24.15 [Authorization to Conduct Volunteer Investigations](#)
- 3.24.16 [Disclosure to Volunteer of Request for Third Party Investigative Report](#)
- 3.24.17 [Volunteer Agreement](#)
- 3.24.18 [Volunteer Application Form](#)

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4.0 POSITION CLASSIFICATION PLAN

4.1 Policy

4.1.1 Classification Plan

4.1.1.1 The **employer** will develop and maintain a classification plan for all positions. Classification plans categorize positions into similar duties, qualifications, and responsibilities called “classes.” Each class is defined in a “class specification” document. The class specification will include: title; definition and/or function of job; essential and non-essential duties; responsibility and authority assigned; qualifications for employment including knowledge, skills, ability, experience and/or training required to perform the job; physical requirements and working conditions; and Fair Labor Standards Act (FLSA) status – exempt/non-exempt.

4.1.2 Classification

4.1.2.1 Each position shall be classified consistent with this policy and in accordance with the nature and relative complexity of the duties, responsibilities, and authority of the position. Classification of a position shall be effective when approved by the City Council.

4.1.2.2 Positions will be allocated to the same class when the following conditions exist:

- (a) The same descriptive title may be used to designate the positions;
- (b) Substantially the same level of education, experience, knowledge, ability, and other qualifications are required to perform the duties;
- (c) Similar tests may be used to select employees for the positions; and
- (d) The same level of compensation is appropriate for the positions.
- (e) Classes will be allocated to a pay grade based on comparison to other **employer** classes and salaries paid by comparable **employers** for comparable work.

4.1.3 Maintenance and Revision

4.1.3.1 The **City Manager in coordination with the appropriate Department Head** will periodically review the classification plan and recommend to the City Council the revision, addition, or abolishment of classes.

4.1.4 New Positions

4.1.4.1 When a new position is to be created, the Department Head will recommend to the City Manager an appropriate class for the new position. When preparing a request for a new position, the requesting party shall consult the City Manager or designee’ to determine the appropriate classification for the duties to be assigned to the new position.

4.1.4.2

4.1.4.3 The request will be reviewed by the Personnel Office. If the request is justified, the budget impact will be determined, and a report prepared by the City Treasurer/Financial Director for review by the City Manager, and subsequently the City Council. If approved, the Personnel Office will take the necessary steps to affect the reclassification. No reclassification involving an upgrade of salary not requested and approved as part of the budget process will be affected without Council approval.

4.1.4.4 If the City Manager's Office does not concur with the request, the employee will be provided with reasons. The City Council shall be the final decision maker for all reclassification requests.

4.1.5 **Reclassification:** Any employee may request a job reclassification; such request to be in writing and submitted to the department head. Upon receiving a written request for reclassification, the department head will submit it, along with his written detail of facts and recommendation, to the City Manager, who, if warranted, shall submit the request with his own recommendation to the City Council for approval.

4.1.6 **Reclassification and Reallocation Procedures**

4.1.6.1 When a department manager believes the duties of a position have changed to the extent they no longer fit within the current class, the duties will be reviewed and, if appropriate, the position reclassified to the appropriate class. Reclassification will not be undertaken as a substitute for discipline or hiring practices, nor to effect a change in salary in the absence of a significant change in assigned duties and responsibilities.

4.1.6.2 Reclassification must be confirmed by the City Manager and will become effective no earlier than the first day of the next pay period following the approval.

4.1.6.3 A change in a position's classification does not constitute the sole basis for determining whether the employee in a position will also be assigned to the new position.

(a) The decision as to reclassification of a position shall be made by the Department Head with the concurrence of the City Manager. The decision to place the current employee in the new class shall be based upon the qualifications and job performance of the employee. The employee will be assigned to the class whenever a position is reallocated to a higher level class and the employee has satisfied the following requirements:

- (1) Completes the introductory period for the position as previously allocated;
- (2) Demonstrates acceptable or better job performance; and
- (3) Possesses the knowledge, skills, and ability required for the higher class.

4.1.6.4 Whenever a position is reclassified to a lower level class, the employee will be placed in the lower level class effective the first day of the pay period which follows the approval of the reclassification.

4.1.6.5 At the discretion of the **employer**, out-of-class pay may be paid back to the date on which a formal reclassification request was made if the reclassification is **subsequently** approved.

4.1.6.6 **Reallocation Procedure**

(a) **Updating:** Revision of position descriptions and re-allocations within the classification plan shall be made as often as is necessary to provide current information on positions and classes.

(b) **Department Head Duty:** It shall be the duty of the department head with concurrence of the City Manager to examine the nature of all positions and to allocate them to existing or newly created classes, to make changes in the

classification plan as are made necessary by changes in the duties and responsibilities of existing positions, and to periodically review the entire classification plan and recommend appropriate changes in the allocations or in the classification plan.

- (c) A class may be reallocated to a higher pay grade or to a lower pay grade based on a change in duties and responsibilities for all positions in the class, or based upon salaries paid by other comparable employers.
- (d) Whenever a class is reallocated to a different grade level, the employees affected will be placed at an appropriate step in the new grade effective the first day of the pay period following the date that the reallocation is approved by the **employer** (refer to *Section 5.5.4*).

4.2 Related Forms (See APPENDIX “D”)

4.2.1 None

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5.0 COMPENSATION PLAN

5.1 Pay Periods and Paydays

5.1.1 Paydays

5.1.1.1 Employees are paid biweekly on Fridays. If a payday falls on a holiday, employees are paid on the preceding work day.

5.1.2 Work Week Defined

5.1.2.1 The work week begins at 12:01 a.m., on Monday and ends seven (7) days (168 hours) later at midnight on the next Sunday.

5.1.3 Garnishment

5.1.3.1 Any notice of garnishment will be received and signed for by the Personnel Officer or designee. Garnishment is defined as a legal stoppage of a specified sum from wages to satisfy a creditor.

5.1.3.2 Notice of garnishment will be forwarded immediately to the Human Resources Department, which will make the necessary deductions from the employee's wages, and a check for the garnished amount will be written by the Finance Department and forwarded to the Creditor as directed. The Human Resources Department will notify the employee, in writing, that the garnishment has been processed.

5.1.4 Payroll Deductions

5.1.4.1 The following deductions are required by law from each employee paycheck:

- (a) Federal Income Tax Withholding
- (b) Medicare Taxes
- (c) Deductions authorized by law, such as garnishments

5.1.5 Other Deductions

5.1.5.1 Other deductions which might be requested by the employee or authorized by the employer include but are not limited to:

- (a) Automatic deposits to a credit union or bank account
- (b) Deferred compensation deposits
- (c) Union dues and initiation fees (if provided in labor agreement)
- (d) Payment of health and supplemental insurance premiums (if applicable)
- (e) Charitable contributions
- (f) Payments for employee accounts receivable

5.1.6 Statement

5.1.6.1 With each paycheck, the City employee receives a statement of deductions and earnings which itemizes the various deductions made, as well as appropriate cumulative totals. A record of sick leave and vacation time will also appear on the paycheck stub following successful completion of related probationary periods.

5.1.7 Employee Responsibility

5.1.7.1 It is the employee's responsibility to maintain current payroll deduction information with the Human Resources Department. Employees wishing to add or change their payroll deductions should contact the Human Resources Department.

5.2 Work Time

5.2.1 Attendance

5.2.1.1 Employees are expected to be available and ready for work at the beginning of their assigned shifts and at the end of their scheduled rest and meal periods. Required preparation for rest and meal periods, as well as the end of the work day, is considered work time. Rest and meal periods include the time spent going to and from the place where the break is taken.

5.2.2 Work Schedules

5.2.2.1 The supervisor or department head shall schedule work hours according to the needs of the **employer** as provided for below and/or per collective bargaining agreement.

- (a) Employees working a five-day, forty-hour week (designated 5/40) shall work eight (8) hours per day for five (5) days in any work week and shall receive two (2) days off.
- (b) Employees working a four-day, forty-hour week (designated 4/40) shall work ten (10) hours per day for four (4) days in any work week and shall receive three (3) days off.

5.2.3 Rest Periods

5.2.3.1 Employees will be granted one (1) fifteen (15) minute break or rest period during each work period of four (4) or more hours, excluding emergency situations. Employees may not take rest periods at the beginning or at the end of the work period. Rest periods may not be scheduled or taken consecutively or in conjunction with meal periods. (This policy does not apply to firefighters, public safety dispatchers, and law enforcement personnel. Refer to departmental policy or applicable collective bargaining agreement.)

5.2.4 Meal Periods

5.2.4.1 Employees who work six (6) or more hours in a work day are allowed an uninterrupted, unpaid meal period of sixty (60) minutes or longer at or about mid-point of their work day. Supervisors or Department Heads will be responsible to ensure that wherever and whenever possible, employees will be permitted the one-hour meal period uninterrupted by work-related duties. (This policy does not apply to firefighters, public safety dispatchers, and law enforcement personnel. Refer to departmental policy or applicable bargaining agreement.)

5.2.5 Work Assignments

5.2.5.1 Work should be scheduled in a manner which allows employees rest periods and meal periods. Rest and meal periods shall be scheduled by the Supervisor or Department Head in a manner which allows maximum public access to the **employer's** services. The **employer** may adjust rest and meal periods from time

to time to meet the needs of individual employees and/or to respond to changes in department workload. Nothing herein should be considered to limit or restrict the authority of the **employer** to make temporary assignments to different or additional locations, shifts, hours of work, or duties as needed to meet the **employer's** needs or to respond to unforeseen or emergency situations.

5.3 Time Reporting

5.3.1 Purpose of Time Reporting

- 5.3.1.1 Recording of hours worked and/or leave time taken by employees is necessary to provide an accurate basis for preparing paychecks, to assure compliance with federal and state law, and to maintain an effective and efficient cost accounting system. (For payroll purposes, non-exempt employees covered by the Fair Labor Standards Act (FLSA) must report all time spent performing work.)
- 5.3.1.2 Paychecks will be distributed to the employee's department head unless other arrangements have been pre-approved. An employee's paycheck may be released to the employee's spouse/domestic partner, designated family member, or to another person **only** if authorized in writing by the employee. Employees are expected to cash their paychecks on their personal time.
- 5.3.1.3 Payroll records shall be maintained by the City for a length of time as set by law.
- 5.3.1.4 Falsification of time records by an employee for payroll purposes is reason for disciplinary action, up to and including termination.
- 5.3.1.5 Employees may direct inquiries concerning payroll matters to the Human Resources Department.

5.3.2 Hours Worked

- 5.3.2.1 Non-exempt employees will be paid for all hours worked. Hours worked include, but are not limited to:
 - (a) Time worked before or after the normally assigned shift, or any other irregular hours, **even if the employee volunteers his/her time.**
GUIDELINE: Periods of six (6) minutes or less are not considered overtime unless they occur regularly.
 - (b) Rest periods of fifteen (15) minutes or less.
 - (c) Travel time that occurs during an employee's normally scheduled work hours, including regular days off, holidays, etc.
 - (d) Hours spent at lectures and training activities, that fall within the employees' normal workday.
 - (e) Meal periods for Police Officers and Dispatchers.
 - (f) Hours spent serving as a "volunteer firefighter or volunteer ambulance driver or attendant" for an emergency response during normally scheduled work hours (reference NRS 268.404).

5.3.3 Position Designations, Exempt or Non-Exempt

5.3.3.1 All positions are designated as “exempt” or “non-exempt” according to federal and state laws and regulations. For cost accounting and billing purposes, the **employer** requires exempt employees in certain positions, regardless of exempt or non-exempt status, to account for hours worked.

5.3.4 Responsibility for Exempt or Non-Exempt Designation

5.3.4.1 The City Manager will examine and evaluate position descriptions and duties performed for all positions to determine the designation of the position as exempt or non-exempt. Department heads will notify the City Manager when the duties of a position have substantially changed in order to ensure an accurate designation.

5.3.5 Responsibility for Time Reporting

5.3.5.1 Employees are responsible for accurately completing their own timesheets. Supervisors shall **not** alter or adjust the hours that an employee reports on his/her timesheet. If the supervisor believes the employee has completed his/her timesheet in error, the supervisor shall discuss the issue with the employee.

- (a) All non-exempt employees will record **all hours worked** and **all leave time** taken, whether paid or unpaid, and the type of leave taken (e.g., sick leave, annual leave, compensatory time) on the timesheet, in addition to the appropriate slip... (A “request for leave” slip or “request for overtime or call-in” slip is to be filled out for any time off or overtime/call-in time paid).
- (b) Exempt employees will record only those hours off for sick leave or annual leave in whole day increments. Except as permitted by the Family and Medical Leave Act (i.e., intermittent leave), exempt employees may not be charged for absences of less than whole day increments.

5.4 Overtime

5.4.1 Non-Exempt Employees

5.4.1.1 See Collective Bargaining Agreement for Police Officers’ computations.

5.4.1.2 Employees in positions designated as “non-exempt” will be eligible for overtime compensation for the following schedules: hours worked in excess of eight (8) hours in any one (1) work day, for regular schedule or ten (10) hours in any one work day for employees working a 4/10 schedule ;

5.4.1.3 Per NRS 281.100, employees working as firefighters, police officers, jailers, sheriff’s deputies, or nurses, are not subject to the 8-hour workday or 40-hour workweek requirements in Nevada law. These professions may have longer workweeks or workdays as agreed upon by employers and the employees.

All overtime hours must be specifically authorized in advance by the employee’s supervisor or Department Head. Overtime shall be compensated at the rate of one and one-half (1 ½) times the regular hourly compensation. Overtime shall be paid for hours actually worked, including charged vacation time and sick time which occurs with the 12:01 am Monday to 11:59 pm Sunday defined work week, in excess of forty (40) hours in one work week or eight (8) hours in one work day, or ten (10) hours if assigned a 4/10 schedule. The City may establish a work week of either five (5) eight (8) hour work days or four (4) ten (10) hour work days. For dispatch employees only, at the discretion of the

Chief of Police and with approval of the City Manager, the Chief of Police may implement per the appropriate Collective Bargaining Agreement a modified twelve (12) hour shift schedule.

5.4.1.4 Firefighters and law enforcement personnel may be governed by different overtime requirements. Refer to departmental policy, applicable collective bargaining agreement, N.R.S., and the Fair Labor Standards Act (FLSA).

5.4.1.5 **Standby Time:** Due to staff limitations, it may be necessary for a department head to schedule overtime work, which may arise during other than normal working hours. Employees will be compensated for restricted standby time as defined by FLSA at the rate of \$1.00 per hour (\$2.00/hr. on holidays). Employees on stand-by called to perform work in excess of their normal workweek hours will be compensated for such overtime work in accordance with the overtime section, as previously stated. Overtime and standby time pay will be added to the payroll for the period during which the work is performed.

5.4.2 Exempt Employees

5.4.2.1 Generally, exempt employees are hired with the understanding that they are responsible for accomplishing the duties required for their assigned position. It is our policy to comply with all aspects of the FLSA including its salary-basis requirements. Therefore, making any deductions from the salaries of exempt employees which are not allowed by law is prohibited.

5.4.2.2 Consistent with the FLSA and NRS, employees in exempt positions are not required to be paid for overtime.

- (a) Exempt employees utilizing intermittent leave under the Family Medical Leave Act (FMLA) may have their pay deducted, including from sick or annual leave balances, for partial day or hour-by-hour absences.
- (b) Subject to certain exceptions set forth in the FLSA regulations and FMLA as provided above, if an organization does not have a bona fide vacation and sick leave policy, an exempt employee must be paid the full salary for any work week in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees will not need to be paid for any work week in which they perform no work, unless the employee is on approved paid leave. FLSA provides that deductions may be made when the employee absents him/herself from work for a day or more for personal reasons, other than sickness or accident.
- (c) Employers that have a bona fide vacation and sick leave policy may make deductions from pay when an exempt employee does not have or use paid leave and is absent from work for personal reasons, for one or more full days. Deductions from sick or annual leave balances may be made in full day increments.
- (d) Refer to “Court Leave”; When granted compensation for additional adjustments which may be made to employee’s wages. Deductions will also be made to offset amounts employees receive as jury or witness fees, or for military pay. Employees may choose to turn over jury/witness fees to maintain paid status. Exempt employees pay status is not affected by court leave and must turn in jury/witness fees.

- (e) For unpaid disciplinary suspensions of one or more full days imposed for safety infractions or per full week increment, in good faith, for workplace conduct rule infractions. Employer will pro rate an employee's salary based upon the days worked during the initial and terminal pay period of employment.
- (f) Exempt employees are generally expected to be available to perform their job duties during normal business hours (usually 8:00 a.m. to 5:00 p.m., Monday through Friday). It is expected that in order for exempt employees to complete their assigned work from time to time, it will be necessary that they work beyond the normal work days and business hours of the employer. If, however, an exempt employee is working well beyond a forty (40) hour work week on a regular recurring basis, the employer may examine staffing levels and the employee's work habits and procedures.

5.4.3 Safe Harbor

5.4.3.1 **Employer** will classify employees as exempt or non-exempt, in accordance with the provisions of the Fair Labor Standards Act (FLSA) and applicable state law. If an employee feels s/he is improperly classified, s/he should request a review of the classification from the Department Head. An investigation will be conducted on a timely basis and **employer** will act to correct any errors as soon as practicable. **Employer** will not make improper deductions of pay from any employee, regardless of exempt or non-exempt status. Improper deductions should be reported to the City Manager or Designee'. The complaint will be investigated and **employer** will act to reimburse the employee if an error is found. **Employer** will continuously make a good faith commitment to comply with all provisions of FLSA and state laws and intends this policy of correction to satisfy the "safe harbor" provisions of the FLSA regulations, as amended effective August 23, 2004.

5.4.3.2 If a non-exempt employee feels s/he has been improperly paid for overtime under the FLSA or state law, it is the responsibility of the employee to seek correction by reporting any error to their Department Head or HR department within ten (10) working days of the close of the payroll period in which the error occurred. An investigation will be conducted on a timely basis and **employer** will act to correct any errors as soon as practicable.

5.5 Rates of Pay

5.5.1 Compensation

5.5.1.1 Each regular position will be assigned to a class and pay grade in the compensation plan. Assignment to a pay grade will be based on the relative level and complexity of the duties, responsibilities, and authority of the job. The **employer** shall determine the salary ranges based on these considerations:

- (a) Rates paid by the **employer** for comparable work;
- (b) Internal relationships of other job classes in the same or similar occupation;
- (c) Rates paid by other **employers** for comparable work;
- (d) Other financial commitments of the **employer**; and
- (e) Funds available to the **employer** for salaries.

5.5.1.2 The **employer** may adjust the minimum and maximum for each salary range periodically as changes in any of the factors listed above occur or to recruit and retain qualified employees for each job.

5.5.2 Hiring Rate of Pay

5.5.2.1 The normal hiring rate is the first step of the pay range for the position's classification. The **employer** may authorize advanced step appointments.

5.5.3 Advanced Step Hiring

5.5.3.1 Fairness and equity in the administration of the compensation plan will be maintained when making advanced step hires. The **employer** may authorize advanced step appointments when all of the following circumstances exist:

- (a) The applicant's qualifications indicate s/he will perform at a level commensurate with the requested step;
- (b) Based on the applicant's current or most recent salary, an advanced step hire is required for the applicant to accept the position (**Employer** will not consider salaries paid more than twelve [12] months prior to the job offer.);
- (c) Other applicants with similar qualifications not requiring an advanced level salary are unavailable; and
- (d) Funds are available in the hiring department's budget to pay the higher rate.

5.5.4 Salary on Promotion

5.5.4.1 Except as may otherwise be provided by a collective bargaining agreement, a regular employee who is promoted to a new classification will move to that step in the range for the new class which provides at least an approximate five percent (5%) pay increase, not to exceed the top step in the range for the new class. A promoted employee's salary shall not be less than the starting pay of the salary range for the new position.

5.5.4.2 Reclassification to a class with a higher salary range is a promotion.

5.5.4.3 Reallocation of an existing class:

- (a) To a higher salary range is NOT a promotion. An employee in a class that is reallocated to a higher salary range shall be placed at a step closest to his/her current salary that does not provide a decrease.
- (b) To a lower salary range the employee shall be placed at the step closest to the employee's current salary that does not provide a decrease.

5.6 Salary Increase Schedule

5.6.1 Step Advancement Authorized

5.6.1.1 An employee who is currently not paid at the top step of the salary range for his/her class is normally eligible for step advancement on his/her **anniversary date**. Raises in salary resulting from step advancements are based on longevity and satisfactory performance, and are not automatic. Step advancement may be granted only upon a finding by the **employer** that the employee meets all of the performance requirements of the position and complies with all of the **employer's** rules, regulations, and policies. An employee who is determined to be eligible for a step advancement shall move to the next higher step within the range.

5.6.1.2 An employee will not be paid a regular rate of pay above the top step of the salary range for his/her classification.

5.6.1.3 Salary step advancements are administered by the HR department, subject to the confirmation of the City Manager that there is adequate documentation that all requirements have been met.

5.6.2 Anniversary Date/Step Advancement

5.6.2.1 The date on which an employee becomes eligible for consideration for step advancement is known as the *anniversary date*. When approved in writing, step advancements will become effective on the employee's anniversary date.

5.6.2.2 A promotion and reclassification to a class with a higher salary range shall establish a new anniversary date.

5.6.2.3 A demotion or reclassification to a class with a lower salary range shall not establish a new anniversary date.

5.7 Withholding of Step Advancements

5.7.1 Job Performance

5.7.1.1 When the **employer** has determined that the job performance of an employee is less than satisfactory, the step advancement shall be withheld. The employee's performance shall be documented and a copy of the documentation provided to the employee.

5.7.2 Unpaid Leaves of Absence (does not include FMLA)

5.7.2.1 An employee's eligibility for consideration for step advancement shall be delayed by temporary layoffs or unpaid leaves of absence in excess of fifteen (15) working days during the twelve (12) month period following the employee's last step advancement. The employee's anniversary date shall be adjusted by the total number of days of unpaid leave.

5.7.3 Granting of Withheld Advancements

5.7.3.1 The **employer** may approve a step advancement at the beginning of any pay period upon finding that the employee now meets the qualifications for an advancement. The employee's anniversary date shall be adjusted to the date on which the step advancement is actually granted. If a step advancement is not granted in the interim, the employee shall be considered for step advancement on the next anniversary date.

5.8 Flat Rate Salaries (Some Exempt Positions)

5.8.1 Certain job classes may be assigned to flat rates of pay in the compensation plan. Employees in classes assigned to a flat rate of pay are not eligible for step increases.

5.9 Work Out-of-Class

5.9.1 Policy

5.9.1.1 Employees may occasionally be asked to perform duties beyond the scope of their normal position or asked to temporarily assume the duties of a higher level budgeted position for a short period. In the event that such work extends beyond a short-term assignment, the **employer** establishes criteria for paying

employees for temporarily performing work beyond the assigned duties of their current job class, and for employees temporarily assigned the duties of a management or administrative position.

5.9.2 Assignments

5.9.2.1 Employees may be temporarily assigned the duties and responsibilities of a budgeted, higher level position provided the position is currently vacant, **or** the employee normally filling the position is on authorized leave, **or** has been temporarily relieved of all regular duties to complete a special project approved by the **employer**, **or** because of temporarily increased workload requirements.

5.9.2.2 The same employee shall not be assigned to the higher level duties for more than six (6) consecutive months unless specifically approved by the City Manager, who may extend the assignment for not more than an additional six (6) months.

5.9.3 Employee Eligibility

5.9.3.1 Employees must be formally assigned and actually performing the duties of the higher job class.

5.9.3.2 The salary range for the higher paid class must be at least five percent (5%) above the range for the employee's current job class.

5.9.3.3 Beginning on the 6th (over 40 hours) consecutive work day of performing the duties of the higher level position, employees will be paid at a rate five percent (5%) above their current rate of pay, or at the entry rate of the higher job class, whichever is greater, but not to exceed the top step of the higher classification.

5.9.3.4 The provisions of this section shall not be used to authorize additional pay for any of the following:

- (a) To provide additional compensation pending action on a request for reclassification of a position or approval of a recommendation to reclassify a position. To reward employees neither for outstanding service, nor for any purpose other than those stated.

5.10 Related Forms (See APPENDIX "E")

5.10.1 None

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6.0 LEAVE PLANS

6.1 Holidays

6.1.1 Holidays Designated

6.1.1.1 The following holidays are recognized by the **employer**:

- (a) New Year's Day – January 1
- (b) Martin Luther King, Jr.'s Birthday – Third Monday in January
- (c) President's Day – Third Monday in February
- (d) Memorial Day – Last Monday in May
- (e) Independence Day – July 4
- (f) Labor Day – First Monday in September
- (g) Nevada Day – Last Friday in October
- (h) Veterans Day – November 11
- (i) Thanksgiving Day – Fourth Thursday in November
- (j) Family Day – Friday following Thanksgiving day
- (k) Christmas Day – December 25

6.1.2 **Declared Days:** Upon any other day that may be declared a holiday by the Mayor, with the consent of City Council, the Governor of the state, or the President of the United States. To be eligible for holiday pay, an employee must be on the active payroll of the City and must have worked his full regularly scheduled workday before and after the holiday, unless excused by the department head.

6.1.3 **Observance:** For employees regularly scheduled on a Monday-Friday work week, whenever one of these holidays falls on a Saturday, the preceding Friday will be observed as a holiday; whenever the holiday should fall on a Sunday, the following Monday will be observed as a holiday. For employees regularly scheduled on anything other than Monday-Friday work week, whenever one of these holidays falls on a non-workday, the previous or subsequent workday shall be observed as that holiday as determined by the department head.

6.1.4 **Worked Holiday Pay:** Should any employee be required by order of his department head to work on any of the above-named holidays, if eligible for holiday pay, in addition to his holiday pay, he shall receive one and one-half (1 ½) times his regular hourly rate of pay for each hour or major fraction worked.

6.1.5 **Payroll:** Pay for a holiday worked will be added to the payroll for the period within which the holiday falls.

6.1.6 **Holiday Pay:** If any holiday mentioned above falls on an employee's regularly scheduled day off, the employee shall receive holiday pay at his or her normal rate of pay. Bargaining unit employees who work on a holiday shall be paid overtime as provided in the collective bargaining agreement.

6.1.7 **During Paid Leave:** When a holiday falls within a period of paid leave, the holiday shall not be counted as a leave day in computing the amount of leave debited.

6.1.8 **During Unpaid Leave:** An employee who is absent without authorized leave on the day immediately preceding or following a holiday shall lose the holiday as well as pay for that day.

6.2 Annual Leave

6.2.1 Annual Leave Accrual

6.2.1.1 Purpose: To outline vacation policy for employees; to assure that vacation schedules are made with full reference to the operating needs of the City; to provide for a procedure of approval and communication; to recite vacation policy for union employees.

6.2.1.2 The earned vacation for all employees shall be based upon years of service with the City, and shall be as follows: (or as provided for in Collective Bargaining Agreements or ordinance)

Years of Continuous Service	Accrual rate per hour (max 80 hours)	Hrs of Vacation earned per bi-weekly pay period (80 hrs)
0-5 years	.0577	4.62
5 years, less than 10 years	.0770	6.16
10 years, less than 15 years	.0885	7.08
15 years or more	.1000	8.00

6.2.1.3 Except as noted, all accrual rates are expressed in terms of fractions of an hour earned for each regularly scheduled hour worked or on paid leave. Annual leave is not accrued for any other hours.

6.2.1.4 Annual leave is earned and credited to the employee on a bi-weekly basis coinciding with pay periods.

6.2.2 Eligibility Maximum Accrual

6.2.2.1 For maximum accruals, refer to individual Collective Bargaining Agreement.

6.2.2.2 Vacation benefits shall not accrue to employees classified as part-time, temporary or intern; nor shall employment time in any of these classifications be allowed as credit in computing earned vacation or an individual who subsequently becomes a permanent full-time employee.

6.2.2.3 After five (5) years of continuous service, an employee may cash out forty (40) hours of accrued vacation time per calendar year.

6.2.2.4 The amount of annual leave accrual is based upon years of service adjusted, as specified, for leaves of absence without pay.

6.2.3 Use of Annual Leave

6.2.3.1 Annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business. Employees may not use annual leave before the actual accrual of said leave.

- 6.2.3.2 **Approval for Employee:** All vacations shall be taken at such time as shall be approved by the head of the department. Vacations for all **department heads** must be approved by the City Manager.
- 6.2.3.3 **Convenience:** Vacations shall be scheduled at such times as the department head finds most suitable after considering the wishes of the employee and the requirements of the department. All requests for vacation must be in writing and approved by the department head prior to the commencement of the requested vacation.
- 6.2.3.4 **Transfers:** If an employee transfers from one department within the City to another, the vacation leave credits shall also be transferred.
- 6.2.3.5 **Date of Hire:** The established period of determining vacation credit will be from the employee's date of hire as a full-time employee.
- 6.2.3.6 **Temporary Employees:** Temporary employees shall not earn vacation nor be entitled to vacation upon separation.
- 6.2.3.7 **Union Agreements:** Represented employees earn vacation time in accordance with their respective Collective Bargaining Agreement.
- 6.2.3.8 **Leave Without Pay:** Vacation leave will not accrue while an employee is on leave of absence without pay. Accrued and unused vacation leave may be used to supplement sick leave if the employee has exhausted sick leave accruals.
- 6.2.3.9 **Holidays:** Paid holidays occurring during vacation are not charged to vacation.
- 6.2.3.10 **Management:** Department heads are responsible for managing the vacation schedules in their departments and for administering the provision of this policy.
 - (a) The City Manager shall approve all vacation schedules for Department Heads.
 - (b) Vacation approvals by department heads and the City Manager shall be made only if the efficiency of the City operations will not be adversely affected.
 - (c) Unless approved by the City Manager in writing, a department head and next ranking employee cannot take vacations at the same time

6.2.4 Annual Leave Pay at Termination

- 6.2.4.1 **Upon termination,** an employee who has attained regular full-time status or is an at-will or appointed/elected employee shall be paid out at the normal rate of pay for any unused, accrued vacation/personal leave.
- 6.2.4.2 **Annual Leave Pay at Resignation:** Upon termination of employment, with two weeks' notice, the City shall compensate an employee for all unused vacation time.

6.3 Sick Leave

6.3.1 Accrual

- 6.3.1.1 The **employer** expects each employee to be available for work on a regular and reliable basis. The **employer** will monitor attendance and leave use whether or not the employee has accumulated leave balances remaining in his/her sick leave account. All regular full-time employees, at-will, appointed or elected

employees, whether paid on an hourly basis or by monthly salary, shall be entitled to sick leave as set forth hereafter or as so determined by City Ordinance.

6.3.1.2 Sick leave shall accrue at the rate of 3.08 hours per pay period. Sick leave hours are earned and credited to the employee on a bi-weekly basis, coinciding with pay periods.

6.3.1.3 Unused sick leave will be credited to the employee's sick leave balance, and has no maximum accrual.

6.3.1.4 Upon separation of service, if having served for the City of West Wendover five years or more, the employee shall be entitled to buy out the accrued unused sick leave balance per the following schedule:

(a) If the terminating employee has served five years or more, but less than 10 years: 1% per year of service for these years.

(b) If the terminating employee has served ten years but less than 15 years: 1.5% per year of service for these years.

(c) If the terminating employee has served 15 years but less than 20 years: 2.0% per year of service these years.

(d) If the terminating employee has served 20 years or more: 2.5% per year of service for these years.

6.3.2 Use of Sick Leave

6.3.2.1 Sick leave is for use in situations in which the employee must be absent from work due to:

(a) His/her own physical illness or injury, or that of a dependent child, spouse, domestic partner or parent.

(b) His/her own exposure to contagious diseases or when attendance at work is prevented by public health requirements.

(c) The need to care for an ill or injured dependent child, spouse/domestic partner, or parent who resides with an employee, or who is dependent upon the employee for support.

(d) Medical or dental appointment for the employee or dependent child, spouse/domestic partner, or parent, provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the work day.

(e) Any disability.

6.3.2.2 Employees who are absent from work due to sick leave shall be at their residence, a medical facility, their doctor's office, or shall notify their supervisor of their whereabouts when using sick leave

6.3.2.3 Abuse of Sick Leave

(a) Use of sick leave for purposes other than those listed in 6.3 above is evidence of abuse of sick leave. Abuse of sick leave is cause for

disciplinary action, up to and including termination. An employer who suspects abuse may require substantiating evidence which may include, but is not limited to, a certificate from a health care provider.

- (b) If the Department Head or his designee has reason to believe sick leave is being abused, the Department Head or designee may require the employee taking sick leave to submit a physician's statement. A physician's statement is required if more than three (3) consecutive days sick leave are taken.

6.3.2.4 Illness During Annual Leave

- (a) If an employee on annual leave suffers an illness or injury which requires medical treatment from a licensed physician or health practitioner, s/he may elect to charge that time to accumulated sick leave provided the employee furnishes the **employer** with a certificate issued by the licensed physician or health practitioner providing treatment.

6.3.3 Placing an Employee on Sick Leave

- 6.3.3.1 An employer may place an employee on sick leave if s/he has an illness that appears to be contagious or due to a known or suspected illness or injury, the employee is not able to perform the essential functions of their position with or without reasonable accommodation.

6.3.4 Return to Work

- 6.3.4.1 An employee on sick leave shall notify his/her department manager as soon as the employee is able to return to work. An employee returning from an extended absence shall give as much advance notice of return as possible. The **employer** may also require a statement from a licensed physician or health practitioner certifying the employee's fitness to return to work.

6.3.5 Procedure

- 6.3.5.1 **Leave Approval.** An employee shall complete an appropriate leave request form as soon as the need for a leave is known. The **employer** shall determine whether to approve use of accrued sick leave and shall approve such a request whenever it is deemed reasonable.
- 6.3.5.2 **Notification.** Any employee who is ill or unable to report to work for any reason shall notify his/her immediate supervisor no later than fifteen (15) minutes following the employee's normal work reporting time. In the event of a continuing illness, the employee shall continue to notify his/her immediate supervisor daily or at appropriate intervals agreed on by the supervisor of his/her condition. The **employer** may deny sick leave requests which are not in compliance with this policy.
- 6.3.5.3 **Doctor's Certification.** The **employer** may require an employee to provide a medical doctor's certification that the illness/injury incapacitated the employee from performing his/her duties, was necessary for the employee to make full and timely recovery, or was appropriate to avoid the spread of a contagious disease. The certification will also verify the employee's fitness for return to work. A medical doctor's statement is required when specifically requested by the supervisor or manager. Whenever an employee qualifies for FMLA leave, the

employee is required to submit to the **employer** the “Certification of Physician” form referenced in the FMLA policy.

6.3.6 Sick Leave Sharing

6.3.6.1 The City Manager may permit a regular full-time employee or at-will appointed or elected employee to receive sick leave donations from other qualified employees under this subsection if:

- (a) The employee suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause the employee to:
 - (1) Go on leave without pay status; or
 - (2) Terminate City employment,
 - (3) The Employee’s absence and the use of shared sick leave are justified;
 - (4) The employee has depleted or will shortly deplete his or her annual vacation leave and sick leave reserves;
 - (5) The employee has abided by all personnel rules regarding sick leave use.

6.3.7 Donated Sick Leave as Follows (or as per Collective Bargaining Agreement)

6.3.7.1 Regular full-time employees or at-will appointed or elected employees, with approval from the City Manager, may donate accrued sick leave to other regular full-time employees in accordance with the following conditions:

- (a) The receiving employee has depleted or will deplete his/her annual accrued vacation and sick leave within the current pay period.
- (b) The receiving employee has abided by all personnel rules regarding sick leave use.
- (c) The total amount of donated sick leave received shall not exceed seven hundred twenty (720) hours per occurrence.
- (d) The donating employee must maintain a sick leave balance of at least one hundred sixty (160) hours after any hours are donated.
- (e) Approved donated sick leave shall be transferred to the receiving employee, on an hour for hour basis, in the order in which it was donated.
- (f) The receiving employee shall be paid for donated sick leave at his/her regular rate of pay.
- (g) Donated, but unused sick leave will be returned to the donating employees in reverse order of donation.

6.4 Family and Medical Leave

6.4.1 Policy

6.4.1.1 Public employers are covered under the Family and Medical Leave Act (FMLA), and will comply with the requirements of the FMLA and advise employees if they meet all the FMLA eligibility requirements. **Employer** must provide employees Form WHD-1420 (*reference: [FMLA Form WHD-1420-](#)*

[Employee Rights and Responsibilities Under the Family and Medical Leave Act](#) and are also required to post and keep posted this notice in a conspicuous place, even if no employees are eligible. ****If applicable federal law changes during the time in which this policy is active, federal law shall be controlling.***

6.4.1.2 Eligibility

- (a) Employees who have been employed by the **employer** for at least one (1) year and worked for the **employer** at least one thousand two hundred-fifty (1,250) hours during the preceding 12-month period and are employed at a work site where fifty (50) or more employees work for the **employer** within seventy-five (75) surface miles of that work site are eligible for FMLA leave. When the 1,250 hours are calculated, the hours an employee was on vacation or on leave, even if that vacation or leave was paid, do not count toward the 1,250 hours worked. However, an employee who has a National Guard or Reserve military service obligation must be credited with the hours of service that would have been performed, but for the period of military service. The required one year of employment does not have to be consecutive. There may be a break in service as long as it does not exceed seven years. There is an exception to the seven-year condition for National Guard and Reservists and written agreements. All employees meeting the above qualifications qualify for FMLA, regardless of their seasonal, temporary, etc., status.

6.4.1.3 Compensation During Leave

- (a) FMLA leave will be unpaid leave unless the employee has accrued paid leave and is otherwise eligible to use the leave. If an employee requests leave for the employee's own serious health condition or for the serious health condition of the employee's spouse, child, or parent, the employee **must** use all of his/her accrued paid annual leave, sick leave, compensatory time leave, and personal time off as part of the FMLA leave. (See the applicable collective bargaining agreement for alternate provisions which may apply.) If leave is requested for any of the other reasons identified below, an employee **must** use all of his/her accrued paid annual leave, compensatory time leave, and personal time off as part of the FMLA leave. The remainder of the leave period will then consist of unpaid FMLA leave. Employees must be made aware that they are required to use sick, annual, compensatory time, and personal leave as appropriate, in the rights and responsibilities notice Form WH-1420 ([reference: FMLA Form WHD-1420-Employee Rights and Responsibilities Under the Family and Medical Leave Act](#)).

6.4.1.4 Intermittent or Reduced Schedule Leave

- (a) When medically necessary (as distinguished from voluntary treatments and procedures), leave may be taken on an intermittent or reduced schedule basis. Leave for bonding with a healthy newborn or placement of a healthy child for adoption or foster care is not considered medically necessary and, therefore, may not be taken on a reduced schedule or intermittent basis unless agreed to by the employer. Employees needing intermittent leave or reduced schedule leave must attempt to schedule their leave so as not to disrupt the employer's operations. The employer may require an employee on intermittent leave or reduced schedule leave to temporarily transfer to an available alternative position for which the employee is qualified if the position has equivalent pay and benefits and better accommodates the employee's intermittent or reduced schedule leave. Intermittent leave and

reduced schedule leave reduces the 12-week entitlement only by the actual time used. An employee who has been transferred under this section has reinstatement rights to his/her former position until the end of the 12-month FMLA leave year.

6.4.2 Duration of and Reasons for Leave

6.4.2.1 Any eligible employee, as defined above, may be granted a total of twelve (12) weeks of unpaid FMLA leave (which can run concurrent with paid leave) during a 12-month period (see exception for Military Caregiver Leave as provided in section 6.4.3 below). This period is measured backward from the date an employee uses any FMLA leave. A “week” is defined as a calendar week, regardless of the number of days the employee normally works. Twelve (12) calendar weeks does not entitle a part-time employee working three (3) days a week to sixty (60) leave days, but rather twelve (12) weeks. FMLA may be granted for the following reasons:

- (a) The birth of the employee’s child and in order to care for the newborn child;
- (b) The placement of a child with the employee for adoption or foster care;
- (c) To care for the employee’s spouse, child, or parent who has a serious health condition;
- (d) An employee’s serious health condition that prevents the employee from performing the functions of his/her job. Serious health conditions may include conditions resulting from job-related injuries and/or illnesses; or
- (e) Due to a qualifying exigency arising when an employee’s spouse, son, daughter, or parent is a military member on covered active duty or has been notified of an impending call to covered active duty. Exigency leave may be taken for:
 - (1) Short-term notice deployment
 - (2) Military events and activities
 - (3) Childcare and school activities
 - (4) Financial and legal arrangements
 - (5) Counseling
 - (6) Rest and recuperation
 - (7) Post-deployment activities
 - (8) Additional activities arising out of active duty that the **employer** and employee agree upon.

6.4.2.2 **Covered Active Duty** means:

- (a) In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
- (b) In the case of a member of a reserve component 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.

6.4.2.3 A **Serious Health Condition** is an illness, injury, impairment or physical or mental condition of incapacity or treatment that involves:

- (a) Inpatient care (overnight stay) in a hospital, hospice, or residential medical care facility.
- (b) Continuing treatment by (or under the supervision of) a health care provider for a period of incapacity of more than three (3) consecutive full calendar days, combined with at least two (2) visits to a health care provider within thirty (30) days of the first day of incapacity or one (1) visit to a health care provider requiring a regimen of continuing treatment, i.e., prescription medication.

6.4.2.4 Unpaid FMLA leave will run concurrently with paid vacation, sick, compensatory time, and/or personal leave, unless otherwise prohibited by any relevant collective bargaining agreement. Unpaid FMLA leave will also run concurrently with workers' compensation leave or other benefits.

6.4.2.5 The entitlement to FMLA leave for the birth or placement of a child for adoption or foster care **will** expire twelve (12) months from the date of the birth or placement. If both an employee and his/her spouse are employed by the **employer**, their combined time off may not exceed twelve (12) weeks during any 12-month period for the birth, adoption, foster care, or care of a parent with a serious health condition. Each spouse is, however, eligible for the full twelve (12) weeks within a 12-month period to care for a son, daughter, or spouse with a serious health condition.

6.4.2.6 Employees may not take more than a combined total of twelve (12) weeks for all FMLA qualifying reasons listed above.

6.4.3 Military Caregiver Leave

6.4.3.1 An eligible employee, as defined in 6.4 above, may be granted a total of 26 weeks of unpaid FMLA leave (which can run concurrent with paid leave) during a 12-month period to provide caregiver leave for a seriously ill or injured covered service member or veteran who is the employee's spouse, son, daughter, parent, or nearest blood relative. The covered service member must be a member of the Armed Forces who suffered an injury or illness while in the line of duty, on active duty, that rendered the person medically unfit to perform his/her duties; or in the case of a veteran, the illness or injury manifests itself before or after s/he became a veteran. This period is measured forward from the date an employee takes FMLA leave to care for the covered service member or veteran and ends twelve (12) months after that date.

6.4.3.2 Employees cannot take more than a combined total of twenty-six (26) weeks for military caregiver leave or because of other FMLA qualifying reasons as provided in 6.4 above. A husband and wife both working for the same employer are limited to a combined total of twenty-six (26) weeks of FMLA military caregiver leave.

6.4.3.3 Covered Service member means:

- (a) A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious illness or injury; or
- (b) A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious illness or injury and who was a member of the Armed Forces (including National Guard or Reserves) at any time during the period of five

(5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

6.4.4 Notice of Leave

6.4.4.1 An employee intending to take FMLA leave because of an expected birth or placement, a planned medical treatment or medical care, or qualifying exigency, must submit an application for such leave at least thirty (30) days before the leave is to begin. If a requested leave will begin in less than thirty (30) days, the employee must give notice to his/her immediate supervisor as soon as the necessity for the leave is known. Reasonable advance notice is required for all leaves, even if the event necessitating the leave is not foreseeable. If an employee gives less than thirty (30) days notice, the **employer** may require an explanation.

6.4.4.2 Within five (5) days (barring extenuating circumstances) of receiving notice that 1) an employee requests to use FMLA leave, or 2) an employee requests leave and the **employer** acquires knowledge that the leave may be FMLA-qualifying, the **employer** will complete Form WH-381 (*reference: [FMLA Form WH-381-Notice of Eligibility and Rights and Responsibilities](#)*). Completion of this form will designate if an employee is eligible for FMLA or if an employee is not eligible, the reason(s) why they are not eligible. The form will designate if the employee is required to obtain certification related to medical conditions and/or required family relationships. The **employer** may require the use of FMLA leave for any absence which would otherwise qualify as FMLA leave, even if no formal application for such leave was made by the employee, provided notice is given to the employee.

6.4.5 Certification of Leave

6.4.5.1 Employees requesting FMLA leave for qualifying exigency are required to complete Form WH-384 (*reference: [FMLA Form WH-384-Certification of Qualifying Exigency for Military Family Leave](#)*) and provide a copy of the military member's active duty orders.

6.4.5.2 Employees requesting FMLA leave for military caregiver leave are required to complete Form WH-385 (*reference: [FMLA Form WH-385-Certification of Serious Injury or Illness of Covered Service member for Military Family Leave](#)*) within fifteen (15) calendar days, barring extenuating circumstances.

6.4.5.3 A request for leave based on the serious health condition of the employee or the employee's spouse, child, or parent must be supported by completion of Form WH-380-E (*reference: [FMLA Form WH-380-E-Certification of Health Care Provider for Employee's Serious Health Condition](#)*) or Form WH-380-F (*reference: [FMLA Form WH-380-F-Certification of Health Care Provider for Family Member's Serious Health Condition](#)*) completed by the treating health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the medical facts regarding the condition.

6.4.5.4 If the employee is needed to care for a spouse, child, or parent, the certification must so state, along with an estimate of the amount of time the employee will need. If the employee has a serious health condition, the certification must state that the employee cannot perform all the functions of his/her job or any one of the essential functions of his/her job. (**Note: Attach the employee's current job description to Form 380-E** (*reference: [FMLA Form WH-380-E-Certification of Health Care Provider for Employee's Serious Health Condition](#)*))

when it is sent to the employee's health care provider.) The Certification of Health Care Provider form must be completed and returned by the employee within fifteen (15) calendar days, barring extenuating circumstances.

6.4.5.5 **Employer** may contact the employee's health care provider for the purpose of clarification or authentication after giving the employee an opportunity to clarify specific discrepancies. Only Human Resources may contact the health care provider.

6.4.5.6 If the **employer** questions the validity of the certification, the **employer** may require, at its expense, the employee obtain a second opinion from a health care provider designated by the **employer**. If the second opinion conflicts with the original opinion, the **employer** may require, at its expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the **employer** and the employee. This third opinion will be considered final and binding on both parties.

6.4.5.7 In instances where diagnoses from medical providers appear to be indefinite or long-term, the **employer** may require the employee to recertify that the original medical condition still exists. Such requests can be made no more frequently than once every six (6) months unless the circumstances reported in the original certification have changed significantly or the **employer** receives information casting doubt upon the stated reason for the absence.

6.4.5.8 In situations in which the minimum duration of leave anticipated by the original certification is more than thirty (30) days, the **employer** may request recertification if the employee requests an extension of leave, the circumstances described by the original certification have changed significantly, or the **employer** receives information casting doubt upon the continuing validity of the certification.

6.4.5.9 The **employer** may require the employee to provide new medical certification, not recertification, for his/her first FMLA-related absence in a new 12-month leave year.

6.4.5.10 Any employee on FMLA leave must notify **employer** periodically of his/her status and intention to return to work. The **employer** has the authority to determine how often the employee must provide this notification.

6.4.5.11 Any genetic information obtained from certification or recertification must be maintained in a confidential manner by the employer.

6.4.5.12 An employee may not accept other employment during an FMLA absence if the job conflicts with the reason the employee is on FMLA leave; i.e., an employee is on FMLA leave due to a back injury and accepts a job requiring heavy lifting.

6.4.6 Designation Notice

6.4.6.1 Within five (5) business days (barring extenuating circumstances) of receipt of all required information, the **employer** will make a determination if employee's request for leave is for an FMLA-qualifying reason. The **employer** will complete Form WH-382 (*reference: [FMLA Form WH-382-Designation Notice](#)*) indicating if leave is approved or not.

6.4.6.2 If the **employer** cannot make a determination from the information provided, they will use this form to:

6.4.6.3 Indicate the information presented is incomplete or insufficient and provide the employee seven (7) calendar days to provide complete information.

6.4.6.4 Provide notice to an employee if a second or third medical certification is required.

6.4.6.5 **Employer** may also use this form to designate a fitness-for-duty certificate which will be required prior to returning to work.

6.4.7 Benefits Covered During Leave

6.4.7.1 During a period of FMLA leave, an employee will be retained on the **employer's** health plan under the same conditions that would apply if the employee was not on FMLA leave. To continue health coverage, the employee must continue to make any contributions that s/he would otherwise be required to make. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage.

6.4.7.2 If the employee fails to return to work after the expiration of the FMLA leave, the employee may be required to reimburse the **employer** for payment of health insurance premiums during the leave, unless the reason the employee cannot return is due to circumstances beyond the employee's control. The definition of "beyond the employee's control" includes a very large variety of situations such as: the employee being subject to layoff, continuation, recurrence, or the onset of an FMLA-qualifying event; or the spouse's unexpected worksite relocation of more than seventy-five (75) surface miles from the current worksite.

6.4.7.3 An employee is not entitled to the accrual of any seniority or employment benefits during any unpaid leave. An employee who takes FMLA leave will not lose any seniority or employment benefits that accrued before the date the leave began and will be entitled to any cost of living increase granted to all employees during the FMLA leave period.

6.4.8 Restoration to Employment

6.4.8.1 Upon returning to work, an employee on FMLA leave will be restored to his/her most recent position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The **employer** cannot guarantee that an employee will be returned to his/her original job. The **employer** will determine whether a position is an "equivalent position."

6.4.9 Return from Leave

6.4.9.1 If an employee wishes to return to work prior to the expiration of a FMLA leave absence, s/he must notify the supervisor at least five (5) working days prior to the employee's planned return. Employees may be required to provide a fitness-for-duty certification prior to returning to work if the FMLA leave of absence was due to the employee's own serious health condition.

6.4.10 Failure to Return from Leave

6.4.10.1 Failure of an employee to return to work upon the expiration of an FMLA leave of absence will subject the employee to disciplinary action, up to and including termination, unless the **employer** has granted an extension. (Note: Refer to **employer's** other leave policies.) An employee who requests an extension of FMLA leave due to the continuation of a qualifying exigency, care for service member, continuation, recurrence, or onset of his/her own serious health

condition, or of the serious health condition of the employee's spouse, child, or parent, must submit a request for an extension, in writing, to the **employer**. This written request should be made as soon as the employee realizes that s/he will not be able to return at the expiration of the leave period. Any additional time requested beyond the FMLA 12- or 26-week period will not be considered as FMLA. Rather, such time, if approved by the **employer**, will be characterized as either paid or unpaid leave, thereby ending the **employer's** return-to-duty obligations included in Section 6.4.8. (See the applicable collective bargaining agreement for alternate provisions which may apply.) Nothing in this policy limits **employer's** obligations of reasonable accommodation under the Americans with Disabilities Act, as amended.

6.5 Leave of Absence Without Pay

6.5.1 Policy

6.5.1.1 The **employer** may approve leaves of absence without pay for up to six (6) months. Such approval will be for exceptional circumstances and conditions, such as education or prolonged illness, when the approval of such leave is consistent with the **employer's** needs, when the work of the office or department will not be impeded by the employee's absence, and when the leave will not require the appropriation of additional funds for the operation of the employee's department. Such leave may be extended for an additional period of up to six (6) months at the sole discretion of the **employer**. The **employer** will require the use of all accrued paid leave prior to granting leave without pay.

6.5.2 Procedure

6.5.2.1 Approval – Less Than 30 Days. Leaves of absence without pay not exceeding thirty (30) days may be granted, upon approval by the department head and City Manager.

6.5.2.2 Approval – More Than 30 Days. The **employer** may grant a leave in excess of thirty (30) days following written certification by the employee that the leave is consistent with the intent of this section, upon approval by the department head, City Manager, and City Council.

6.5.2.3 Purpose. Leaves of absence without pay will not be granted for the purpose of allowing an employee to seek or accept other employment, except when or if the **employer** determines that the granting of such leave is in its best interest.

6.5.2.4 Employer Termination of Leave. The **employer** may terminate any leave of absence without pay, except those granted pursuant to statute or regulation, prior to its expiration by providing written notice to the employee. The document granting the leave of absence will state the terms of the leave and any reason(s) for terminating such leave. Upon receipt of notice of termination of the leave, the employee is required to return to work within five (5) calendar days or by a later-approved alternate date. In the event the **employer** terminates a leave of absence, the employee will be returned to the same class or position s/he occupied when the leave of absence was granted.

6.5.2.5 Insurance. Employees on approved leave of absence without pay may continue their medical, dental, and life insurance coverage in accordance with COBRA health benefit continuation regulations.

6.5.2.6 Return from Leave. Employees on approved leave of absence without pay are required to return to work on the first work day following the end of leave. An

employee who does not return from a leave of absence without pay on the first work day following the end of a leave will be considered to have resigned.

6.5.2.7 **Introductory Period.** If an employee is granted by the department head or City Manager unpaid leave during his/her introductory period, the introductory period will be extended by the number of days of leave taken by the employee during his/her introductory period.

6.5.2.8 **Medical Leaves.** The **employer** may require a physician's certification or other appropriate type of verification to substantiate a need for a medical leave of absence without pay.

6.5.2.9 **Anniversary Date.** An employee's anniversary date will be adjusted by the number of days off work for all unpaid leaves of absence in excess of fifteen (15) days during any 12-month period. (See special provisions for Military Leave in *Section 6.8* below.)

6.5.2.10 **Benefit Accrual.** If an employee is on unpaid leave for more than one-half (1/2) of his/her regularly scheduled work hours in any pay period, no leave benefits shall be accrued for that period, nor shall the **employer** contribute toward the cost of insurance benefits.

6.6 Court Leave

6.6.1 When Granted

6.6.1.1 The **employer** will grant court leave to allow employees to serve as juror or a witness in a court proceeding provided that neither employee nor the employee's collective bargaining representative is a party to the action. Employees shall provide their supervisors with relevant documents verifying the need for court leave as soon as the need becomes known. The City reserves the right to request that an employee who is called for jury be excused if their absence would create a hardship on the operational effectiveness of the department to which they are assigned.

6.6.2 Compensation

6.6.2.1 Subject to the following conditions, eligible employees including at-will appointed or elected employees shall receive their regular base rate of pay for those hours spent in court and traveling to and from court when such time occurs during employee's regular scheduled work days and hours of work. A Probationary employee called will have his/her probationary period extended by the same amount of time as required for serving on jury duty. Non-regular employees will be granted time off without pay. Law enforcement personnel appearing in court as part of their duties are not affected by this policy.

(a) The employee's regular rate of pay shall be limited to compensation for court and travel time which occurs during the employee's regularly scheduled hours of work. Court leave will not result in payment of overtime or be considered as hours worked for purposes of determining eligibility for overtime, unless the court leave is related to the employee's job responsibilities. The employee may keep any court payment for services performed on the days of his/her regularly scheduled weekend or performed while on vacation or personal leave.

(b) Upon completion of jury/court/witness service for which the employee received his/her regular pay (*not including services performed on the days off of his/her regularly scheduled weekend or performed while on vacation*

or personal leave), the employee will immediately forward any compensation received from the court or other party to the **employer** upon receipt. Reimbursements received for out-of-pocket expenses such as meals, mileage, and lodging may be kept by employees, unless the **employer** has reimbursed the employee for such expenses or such expenses were paid by the **employer**.

- (c) Employees who appear in court as plaintiff or defendant or to serve as a witness for a party in any action not related to their official duties shall not be paid for time away from work. However, the employee may choose to use his/her annual leave.
- (d) An employee shall not receive pay for the work time missed if s/he is required to miss work because of court appearances in a matter to which the employee is a party or to serve as a witness for a party who has filed an action against the **employer**. However, the employee may choose to use his/her annual leave. Court payments under such circumstances to be retained by the employee.

6.6.3 Late Start/Early Release

- 6.6.3.1 An employee who is not required to report to court until the middle of his/her scheduled work day or who is released from court/jury duty before the end of his/her scheduled work day shall report to work for the hours which are not required for court duty or for related travel time.

6.7 Bereavement Leave

- 6.7.1 In the event of death of any person related to an employee within the third degree of consanguinity or affinity (re: [Nevada Consanguinity/Affinity Chart](#)), the employee shall be entitled to three (3) days of paid bereavement leave, with an additional two (2) days available to be charged to the employees sick leave for the purpose of attending a funeral or other last rites if due to circumstances that require extended travel or other unusual circumstances. If such additional leave is needed, such two day extended leave that is beyond the three day bereavement leave period shall be charged to sick leave or other appropriate paid leave of absence, including leave without pay if no paid leave is accrued.

6.8 Military Leave

6.8.1 Policy

- 6.8.1.1 Employees who are members of the uniformed services are entitled to military leave and to re-employment rights as provided in 38 USC, sections 2021-2024, and 4302 et.seq. and the relevant sections of the Nevada Revised Statutes. The uniformed services covered include the Army, Navy, Marines, Air Force, Coast Guard, Public Health Service Commissioner Corps, the reserve components of these services, and any other category dispatched by the President in time of war or national emergency. The Army National Guard and Air National Guard are also covered.

6.8.2 Notice and Notification

- 6.8.2.1 The **employer** must provide employees with notice of their rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA). This requirement may be met by posting the notice where the **employer** customarily places notices for employees.

6.8.2.2 The **employer** may require written (orders) or verbal notice of service obligation, but must waive the requirement if notice is impossible or unreasonable.

6.8.3 Salary and Benefits

6.8.3.1 **Leave Without Pay.**

- (a) The **employer** will treat the employee the same as any other employee on leave without pay.
- (b) The employee is entitled to fifteen (15) working days of leave with pay in one calendar year (NRS 281.145).
- (c) The **employer** is not required to pay the employee's salary after fifteen (15) working days.
- (d) The employee may choose to use annual leave and compensatory time, if any, before going on leave without pay.

6.8.3.2 **Health Insurance.** There is no impact to the employee's insurance coverage, including life insurance inclusive of the health insurance package. The **employer** and employee premium payments or obligations, if any, remain unchanged for thirty (30) days. Employee may then continue coverage similar to that required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) for either twenty-four (24) months or through the day after the date on which the employee fails to apply for reemployment in a timely manner; whichever is lesser (see *Reemployment, Section 6.8.c* below). The **employer** must reinstate coverage upon the employee's prompt reemployment without the imposition of exclusions or waiting periods. An employee who takes up to ninety (90) days after leaving the military before commencing his/her reemployment may stay on the military health insurance; however, it is the employee's responsibility to verify the continuation, scope, and duration of coverage.

6.8.3.3 **Seniority.** An employee is entitled to the seniority (and rights and benefits governed by seniority) s/he had accrued at the commencement of military leave, plus any additional seniority rights and benefits that s/he would have attained if s/he had remained continuously employed (the "escalator principle"). However, if an introductory period is a bona fide period of observation and evaluation, the returning employee must complete the remaining period of introduction upon reemployment. The **employer** must count time served for the purpose of determining annual and sick leave accrual rates, if the accrual amount is based on seniority. Additionally, the **employer** must count time in the military when determining the employee's rate of pay if the rate is based on seniority (e.g., a grade-and-step pay system). The **employer** is not required to accumulate annual or sick leave for an employee during his/her absence. The "escalator principle" will be applied to a returning employee's opportunities to take promotional examinations or skills tests and to merit pay increases.

6.8.3.4 **Retirement.** Time served will be counted as work time for purposes of retirement. The **employer** must make contribution payments to the retirement plan as if the employee had not left, provided the employee returns to work. The **employer** contribution will be based on the rate of pay the employee would have been paid had s/he not been called to military service (e.g., a grade-and-step pay system). An exception to this requirement is when the higher pay is based on additional knowledge, skill, or ability that can only be gained by work experience.

6.8.3.5 **Death or Disability.** If an employee does not return to work due to death or disability, the survivor or disability benefit is treated as if the employee had been

working until the date of the death or disability. The **employer** must make the retirement contribution up to the date of the death or disability.

6.8.3.6 **Other Leave.** The **employer** must count time served in the military when calculating the employee's Family Medical Leave Act eligibility.

6.8.4 Reemployment

6.8.4.1 An employee has certain report-to-work obligations following military service. Eligible returning service members must be promptly reemployed, which in most cases means within two weeks of reporting. The employee's report-to-work obligations are:

- (a) Service of one to thirty (30) days: The beginning of the next regularly-scheduled work period on the first full day following completion of service, and expiration of an eight-hour rest period following safe transportation home.
- (b) Service of thirty-one (31) to one hundred eighty (180) days: Application for reinstatement must be submitted not later than fourteen (14) days after completion of military duty.
- (c) Service of one hundred eighty-one (181) or more days: Application for reinstatement must be submitted not later than ninety (90) days after completion of military duty.

6.8.4.2 The deadline for reinstatement may be extended for up to two years for persons who are convalescing due to a disability incurred or aggravated during military service, and the **employer** must make reasonable accommodations for the impairment.

6.8.4.3 Reemployment rights apply to veterans whose cumulative period of uniformed service does not exceed five years while employed by the same **employer**. Time spent in National Guard and reservist training does not count towards the five-year period.

6.8.5 Discharge

6.8.5.1 If time served is greater than thirty (30) days, but less than one hundred eighty-one (181) days, an employee may not be discharged within one hundred eighty (180) days of reemployment, except for just cause. If time served is greater than one hundred eighty (180) days, an employee may not be discharged for one year, except for just cause.

6.9 Blood Donor Leave

6.9.1 Employees may be granted reasonable time off during their work shift for the purpose of donating blood when participating in an **employer**-sponsored blood donation. All such absences shall be scheduled with the employee's supervisor. In no event shall an employee be eligible for overtime as a result of donating blood.

6.10 Leave for Parents of Children Enrolled in School

6.10.1 Policy (NRS 392.4577; 394.179)

6.10.1.1 For **employers** with fifty (50) or more employees employed for twenty (20) or more calendar weeks per year, those employees who are parents of children enrolled in public or private school (K-12) are entitled to four (4) hours of

unpaid leave, per school year, for each child enrolled in school. The employee may use the entitled leave time to:

Attend parent-teacher conferences;

(a) Attend school-related activities during regular school hours;

(b) Volunteer or otherwise be involved at the school in which the child is enrolled during regular school hours; and

(c) Attend school-sponsored events.

6.10.1.2 The time for the leave must be mutually agreed upon by the employee and the **employer**. The employee must request the leave in writing at least five (5) school days prior to the date on which the leave is to be taken. The employee may also be required to furnish documentation demonstrating that s/he was present at the school *activity for which the leave was provided*.

6.10.2 Retaliation (NRS 392.920; 394.1795)

6.10.2.1 An employee shall not be retaliated against for utilizing the leave described in this section. Any employee who believes s/he has been retaliated against as a result of having taken leave under this section may file a claim with the Nevada Labor Commissioner. The **employer** shall provide the employee with all of the forms necessary for the claim filing.

6.11 Leave for Nursing Mothers

6.11.1 As required by federal law, employer will provide unpaid “reasonable” breaks each time an employee needs to express breast milk for her nursing infant who is up to one-year old. Employees may elect to use their paid break times for this purpose. The employer will furnish a private space, other than a bathroom, for that activity. The space will be shielded from view and free from interruption. Employer with less than 50 employees may be exempt if they can demonstrate requirements would impose an undue hardship by causing significant difficulty or expense.

6.12 Related Forms (See APPENDIX “F”)

6.12.1 [FMLA Form WH-380-E-Certification of Health Care Provider for Employee’s Serious Health Condition](#)

6.12.2 [FMLA Form WH-380-F-Certification of Health Care Provider for Family Member’s Serious Health Condition](#)

6.12.3 [FMLA Form WH-384-Certification of Qualifying Exigency for Military Family Leave](#)

6.12.4 [Certification of Serious Injury or Illness of Covered Service member for Military family Leave \(Form WH-385\)](#)

6.12.5 [FMLA Form WH-382-Designation Notice](#)

6.12.6 [Employee Rights and Responsibilities under the Family and Medical Leave Act \(Form WH 1420\)](#)

6.12.7 [Nevada Consanguinity/Affinity Chart](#)

6.12.8 [Notice of Eligibility and Rights & Responsibilities \(Form WH-381\)](#)

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7.0 BENEFITS

7.1 Health Insurance Coverage

- 7.1.1 **Eligibility.** Full-time regular employees and at-will, appointed and elected employees are eligible to enroll in a group health insurance plan effective the first of the month following 90 days of employment. Dependents of employees, as defined in the current plan booklet, are also eligible for coverage under the insurance plan at the employee's expense. Employees must authorize a payroll deduction of any share of the health coverage premium which is to be paid by the employee.
- 7.1.2 **Benefits.** The specific terms and conditions of coverage are specified in the plan document for medical, dental, vision, and prescription drug insurance issued by the insurance company.
- 7.1.3 **Plan Changes.** The **Insurance Committee** (composed of an employee from each department who is selected by the City, a City Council Member, and one member of the bargaining unit) will, from time to time, evaluate the health coverage plan that is offered and make recommended adjustments, as the **Insurance Committee** deems appropriate, in the level of coverage and the amount of premium cost to be paid by the **employer**. Such recommendations are not binding on the City Council.
- 7.1.4 **Termination of Coverage.** Should a qualifying event, (as defined by COBRA guidelines) take place, the employee may elect to participate in continuation of coverage by following procedures which will be provided to the employee by the Health Plan Administrator. The employee will be contacted directly with said information.

7.2 Life Insurance Coverage

- 7.2.1 **Eligibility.** Full-time regular employees and at-will elected and appointed employees are covered by an **employer**-paid term life insurance and accidental death and dismemberment (double indemnity) insurance plan effective the first of the month following employment.
- 7.2.2 **Policy.** The specific terms and conditions of coverage are specified in the plan document issued by the insurance company and are available from the Human Resources Department.
- 7.2.3 **Coverage.** Eligible employees are covered by a life insurance policy in the amount of \$15,000.00 (employee) and \$5,000 (eligible dependents).

7.3 Retirement

- 7.3.1 As defined in NRS 286, the employer is considered a public employer and employees in positions considered to be half-time or more, according to the full-time work schedule for at least one hundred twenty (120) consecutive work days, are covered by the Public Employees Retirement System (PERS). Details are available in Chapter 286 of the NRS.
- 7.3.2 Eligibility for membership in PERS for elected officials is covered in NRS 286.293.
- 7.3.3 Eligibility for membership in PERS for district judges, justices of the peace, and municipal judges is covered in NRS 1A.

7.4 Workers Compensation

- 7.4.1 Employees are insured under the provisions of the State Workers' Compensation Act for injuries received while at work for the **employer**. Employees are required to report all

on-the-job accidents, injuries, or illness to their immediate supervisor as soon as reasonably possible or within twenty-four (24) hours of the accident, injury, or illness.

7.4.2 FMLA leave will be initiated at the time of on-the-job accident/injury/illness, and will run concurrent with Worker's Compensation leave.

7.4.3 The following provisions are adopted pursuant to and are intended to implement the requirements of NRS 281.390: If changes in law occur, those changes are controlling.

7.4.3.1 When an employee is eligible at the same time for benefits for temporary total disability under chapters 616A to 616D, inclusive, or 617 of the NRS, and for any sick leave benefit s/he may, by giving notice to the supervisor or manager, elect to continue to receive his/her normal salary instead of the benefits under those chapters until his/her accrued sick leave time is exhausted. The **employer** will notify the Workers' Compensation Administrator of the election. The **employer** will continue to pay the employee his/her normal salary, but charge against the employee's accrued sick leave time as taken during the pay period an amount which represents the difference between his/her normal salary and the amount of any benefit for temporary total disability received, exclusive of reimbursement or payment of medical or hospital expenses under chapters 616A to 616D, inclusive, or 617 of the NRS for that pay period.

7.4.3.2 When the employee's accrued sick leave time is exhausted, payment of his/her normal salary under subsection 1 must be discontinued and the employer will promptly notify the Workers' Compensation Administrator so that it may begin paying the benefits to which the employee is entitled directly to the employee.

7.4.3.3 An employee who declines to make the election provided in subsection 7.4.3.1 may use all or part of the sick leave benefit normally payable to him/her while directly receiving benefits for temporary total disability under chapters 616A to 616D, inclusive, or 617 of the NRS, but the amount of sick leave benefit paid to the employee for any pay period **must not exceed** the difference between his/her normal salary and the amount of any benefit received, exclusive of reimbursement or payment of medical or hospital expenses under those chapters for that pay period.

7.4.3.4 If the amount of the employee's sick leave benefit is reduced, pursuant to subsection 3, below the amount normally payable, the amount of sick leave time charged against the employee as taken during that pay period must be reduced in the same proportion.

7.4.3.5 An employee may decline to use any part of the sick leave benefit normally payable to him/her while receiving benefits under chapters 616A to 616D, inclusive, or 617 of the NRS. During that period of time, the employee will be considered on leave of absence without pay.

7.5 Transitional Duty

7.5.1 Policy

7.5.1.1 **Employer** is committed to providing work, when possible, for employees who have been restricted by a treating physician due to a work-related injury or illness. Such work will be provided subject to availability and on a limited basis. Work will be assigned according to the nature of the injury or illness and the limitations set forth by the treating physician. Every effort will be made to place employees in positions within their own departments. If necessary, an employee will be placed wherever an appropriate position is available.

7.5.2 Salary

7.5.2.1 While on transitional duty, employees will continue to receive their regular rate of pay. Employees who are placed outside their department will continue to have their salary charged to their regular department.

7.5.3 Duration and Conditions of Transitional Duty

7.5.3.1 An employee on transitional duty must furnish a written update of his/her medical condition to his/her department manager from the treating physician after each visit in order to remain in the reassigned job. Transitional duty assignments are limited to a period of 90 days, subject to review (*reference: [Sample Transitional Duty Letter](#)*).

7.6 Deferred Compensation

7.6.1 **Option:** The City provides an option to any regular employee or at-will appointed or elected employee to invest a portion of his/her earnings in a deferred compensation plan. This is an arrangement where a certain dollar amount can be designated by the employee to be withheld from his/her paycheck and invested, for payment at a later date, usually at retirement, when most people are in a lower income bracket. Under this arrangement, neither the deferred amount nor earnings on the investments are subject to current income taxes until such time as the employee receives payment from the plan.

7.6.2 **Contributions:** The City-approved program includes various investment options. Enrollment can be arranged, and is open to any individual who has achieved “regular” employee status with the City or is an at-will appointed or elected employee. Contributions to the program are funded solely by the employee, either through direct deposit or payroll deduction.

7.6.3 **Additional Benefit:** Benefits received through this program are in addition to any Social Security or Public Employees’ Retirement System benefits for which the participating employee would be eligible.

7.6.4 **Plan Documents:** Contact the Human Resources Department for plan documents and to make arrangements for participation in the program.

7.7 Educational Assistance

7.7.1 The **employer**, subject to availability of budgeted funds, may provide educational assistance for tuition and/or fees, other than books, for career-related education.

7.7.2 Employees are encouraged to continue their formal education through participation in off-duty / non-working hour's educational programs. Reimbursement for educational expenses incurred by such participation may be granted for job related courses with prior approval of the City Manager and City Council, provided funds for such have been budgeted for such reimbursement.

7.7.3 Any reimbursement shall only be after successful completion of the course or program. Successful completion shall be defined as receipt of a satisfactory completion or a grade of C (2.0 grade point on a 4.0 scale) or better in the case of academically related courses (or attainment of a pass in a pass/fail grading system). Tuition reimbursement is for the course fees only. No reimbursement will be allowed for books, lab fees, travel expenses, or material costs. Approval for tuition reimbursement shall only be allowed for courses offered by accredited colleges, universities, or vocational training institutes.

- 7.7.4 Consideration of employee requests for tuition reimbursement is dependent upon budgetary constraints and the recommendation by the employee's department head. Time spent in attendance at these courses shall be considered the employee's personal time and is not counted as time worked.
- 7.7.5 Request for reimbursement and supporting documentation must be made within 30 days following completion of the course and receipt of the course grade.

7.8 Special Licenses and Membership Fees

- 7.8.1 **Payment:** The City will pay an annual lump sum payment equal to the current annual dues or fees for each employee who is required, by ordinance, or state or federal law, to be a member of a professional organization or who must maintain current, a particular certification or license as a condition of employment. Payment will be made upon approval by the employee's department head.
- 7.8.2 **Meetings:** Employees who belong to professional organizations that promote individual professional growth, competence and effectiveness in functioning as City employees will be allowed time off with pay to attend local, state and national meetings subject to approval by the City Manager and City Council and budgetary limitations. Collective bargaining units that negotiate for City employees are excluded from coverage under this policy.
- 7.8.3 **Memberships:** Membership in outside organizations shall be in the name of the City, if possible.

7.9 Related Forms (See APPENDIX "G")

- 7.9.1 [Sample Transitional Duty Letter](#)

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8.0 TRAVEL EXPENSES

8.1 Policy

- 8.1.1 Employees will be reimbursed for reasonable travel expenses which are required for the performance of their assigned duties and which are appropriately authorized.
- 8.1.2 To obtain reimbursement, employees must submit an expense report on a proper claim form and substantiate the amounts claimed as required below.
- 8.1.3 Reimbursement shall be made only for expenses actually incurred, paid, and authorized under this policy and procedure.

8.2 Allowances

- 8.2.1 **Mileage.** The **employer** will attempt to make a vehicle available to employees to use for official travel. If there are no **employer** vehicles available and the employee must use a personal vehicle, mileage will be reimbursed at the per mile rate set by the IRS for state employees and officials. If an employee drives a personal vehicle when commercial air travel would be more efficient, the mileage reimbursement will be limited to the cost of the airfare. Employees using a personal vehicle for official travel must have proof of current registration and insurance for that vehicle.

If there is an employer vehicle available and the employee chooses not to use such vehicle, then the employee is only reimbursed for fuel (no mileage).

- 8.2.2 **Lodging.** Moderate cost lodging should be pre-arranged at a location nearest to the meeting/training site as possible. Reimbursement will be based on the cost of a single room if available. A receipt is required for reimbursement of incurred lodging expenses.
- 8.2.3 **Meals.** Funds are allowed in the amount of \$26.00 per day for meals. This amount is broken down as follows:
 - 8.2.3.1 \$5.50/day breakfast
 - 8.2.3.2 6.50/day lunch
 - 8.2.3.3 \$14.00/day dinner
 - 8.2.3.4 If funds dispersed in advance are used, submittal of receipts is not required. If a city credit card is used, all receipts shall be submitted. The above listed rates also apply if a city credit card is utilized.

- 8.2.4 **Other Expenses.** Necessary business telephone calls, parking charges, and/or ground transportation will be reimbursed.

8.2.5 Unallowable Expenses

- 8.2.5.1 The **employer** does not reimburse for expenses unrelated to the business purpose of the travel as determined by the Department Head or City Manager. These would include, but are not limited to:
 - (a) Laundry, cleaning (except on trips of over one week duration.)
 - (b) Tobacco
 - (c) Alcoholic beverages
 - (d) Entertainment

- (e) First class travel accommodations when economy or coach class are available
- (f) Fines, forfeitures or penalties
- (g) Expenses of a spouse or other non-employee
- (h) Loss or damage to personal property
- (i) Barber, beauty parlor, shoe shine or toiletries
- (j) Personal Postage

8.2.5.2 The **employer** discourages combining personal travel with business travel due to the public's perception regarding use of **employer** funds. Employees must clearly disclose any personal travel and/or vacation time to be taken in conjunction with **employer** travel. An employee's family may accompany the employee on **employer** business, as approved by the Department Head. The **employer** will not, however, pay any additional expenses so incurred.

8.3 Processing

8.3.1 **Claims.** All claims with required receipts for travel expenses are to be submitted to the Finance Department for approval by the Department Head within 10 working days following the trip.

8.3.2 **Advances.** Employees may request an advance to cover anticipated expenses of at least fifty dollars (\$50.00). This request must be made not more than two (2) weeks nor less than one workday before departure. When advanced funds have been provided, all unused funds must be returned with a claim form submitted to the Finance Department within ten (10) working days following any trip.

8.4 Related Forms (See APPENDIX "H")

8.4.1 None

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9.0 EMPLOYEE SEPARATION

9.1 Resignation

- 9.1.1 **Notice.** Employees are requested to provide at least two (2) weeks notice, in writing, to their supervisor or manager of their intent to resign their employment. At the sole discretion of the **employer**, an employee may withdraw a resignation at any time prior to its effective date. An employee's failure to give appropriate notice when resigning may constitute cause for denying re-employment with the **employer**.
- 9.1.2 **Return of Employer Property.** When resigning or being terminated, an employee must return all **employer** property including clothing, keys, credit cards, employee ID, tools, equipment, and other items of value prior to the last day of employment.
- 9.1.3 **Job Abandonment.** The **employer** may consider employees who are absent from work without approved leave for a period of one (1) work day to have abandoned their position and, thus, to have resigned. Employers are required to follow due process procedures in this example if the employee has completed their introductory period.
- 9.1.4 **Final Paycheck.** The **employer** shall issue a paycheck by the next payday following the effective date of resignation if sufficient notice was given by the employee and may issue a paycheck sooner when the employee resigns in good standing. Whenever an **employer** discharges an employee, the wages and compensation earned and unpaid at the time of such discharge shall become due and payable within 2 work days.

9.2 Layoffs

- 9.2.1 Policy. The following process is to be followed in regards to layoffs unless otherwise provided for in appropriate Collective Bargaining Agreement(s).
- 9.2.1.1 Position to be Eliminated. If the City determines the need for a reduction in its work force for lack of work or lack of funds, written notice of not less than fourteen (14) calendar days shall be provided to regular employees to be laid off. The City Manager will approve the positions to be eliminated and the employees to be laid off within each affected job class as determined by the Department Head.
- 9.2.1.2 Order of Layoff. The City shall give equal consideration to an employee's ability and performance of the duties required in the job and consideration to an employee's continuous employment with the City in the classification. Unless qualifications are significantly different, then seniority shall govern.
- 9.2.1.3 Recall Rights. Laid off employees will have a right to return to a vacancy in accordance with the provisions listed below, in the same class and department from which they were laid off. Recall shall be in inverse order of layoff.
- (a) Recall List. Employees shall remain on the recall list for one (1) year following the date of layoff; provided, however, laid off employees shall be removed from the recall list if:
- (1) They decline appointment to a position in the same department and in a class at the same salary range as the position from which their layoff occurred; or
 - (2) They fail to report for duty within fifteen (15) calendar days of mailing of notice or recall to City employment.

- (b) Recall Notice. Notice of recall or available position may be made in person or by U.S. Mail, return receipt requested. It is the responsibility of each laid off employee to notify the City of his/her current address.

9.3 Related Forms (See APPENDIX “I”)

9.3.1 None

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10.0 PERFORMANCE MANAGEMENT

10.1 Statement

10.1.1 The **employer's** performance management system is designed to be a formal, objective, consistent, and ongoing process to assess the on-the-job effectiveness of each employee by communicating to the employee his/her status and the objectives and standards of performance which s/he is expected to achieve. The **employer** views performance management as an ongoing process that focuses on the future and continued improvement.

10.2 Purpose

10.2.1 The performance management process exists to ensure timely and periodic two-way communication between employees and supervisors regarding job performance. This process is designed to:

10.2.1.1 Clarify the **employer's** goals and link them to performance expectations.

10.2.1.2 Assist employees in reaching their full potential by identifying training needs and developing specific plans for continual improvement.

10.2.1.3 Identify and document performance achievements and deficiencies.

10.2.1.4 Provide ongoing opportunities for supervisors to coach and encourage personal development and improved job performance.

10.3 Ongoing Communication Regarding Performance

10.3.1 It is the policy of the **employer** and the responsibility of each supervisor to routinely provide employees with accurate, constructive feedback regarding job performance expectations, accomplishments, deficiencies, and opportunities for growth. Recognizing that periodic formal performance evaluations cannot take the place of ongoing communication and feedback, the **employer** encourages frequent, ongoing discussions of job performance and expectations between employees and supervisors. Performance evaluations, whether formal or informal, do not create a contract or other right to continued employment. (*reference: [Let's T.A.L.K. Preparation Form](#)*)

10.4 Frequency of Performance Evaluations

10.4.1 Formal performance evaluations are to be conducted a minimum of once a year. Additionally, supervisors may conduct formal evaluations at the following times:

10.4.1.1 For new employees, no later than ninety (90) days after initial hire and at twelve (12) months after hire. Exceptions include Police Officers, which may be influenced by P.O.S.T. Certification and/or F.T.O.

10.4.1.2 Ninety (90) days following transfer to a new position within the same class.

10.4.1.3 When there is a significant change (either improvement or deterioration) in performance or behavior affecting the job.

10.4.1.4 Within three (3) months following an evaluation documenting that the employee's performance needs substantial improvement. (The **employer** encourages frequent, ongoing meetings between the employee and supervisor.)

10.4.1.5 At any other more frequent interval as the supervisor deems appropriate. In addition, informal performance communications (feedback) should occur routinely and regularly throughout an evaluation cycle.

10.5 Written Record

10.5.1 Performance evaluations should not be considered as discipline. Supervisors will conduct evaluations in a private meeting with the employee. Formal evaluations will be in writing, utilizing the approved performance evaluation form. All information on the form shall be consistent with the information communicated verbally during the performance evaluation meeting with the employee. Employees will be allowed an opportunity to comment on the evaluation, sign the forms, and receive a copy. A copy of the evaluation, along with any written comments by the employee, will be placed in the employee's personnel file.

10.6 Personnel Actions Resulting from Performance Evaluations

10.6.1 Personnel actions, whether positive or adverse, are based on an assessment of the overall performance and behavior of the employee, rather than on a single performance evaluation.

10.6.2 Substandard performance or violation of a policy or procedure which necessitates disciplinary action is not part of the performance evaluation process and will be addressed as provided in *Section 11 Disciplinary Actions and Appeals* of these policies.

10.7 Employee Involvement

10.7.1 The **employer** strongly encourages employee participation in the performance evaluation process. Opportunities for participation include the following:

10.7.1.1 Supervisors providing employees with an opportunity to present a self-evaluation which the supervisor may then consider prior to and discuss during the evaluation meeting.

10.7.1.2 Discussions between the supervisor and the employee for the purpose of establishing performance expectations or goals for the next evaluation period.

10.7.1.3 If requested by the employee, a discussion with the next level supervisor to review any disagreements over a performance evaluation.

10.8 Procedure

10.8.1 ***Steps in the Performance Evaluation Process.*** As part of the performance evaluation process, supervisors will:

10.8.1.1 Establish and communicate a written performance plan at the beginning of the evaluation period which states expectations the employee must meet.

10.8.1.2 Review notes taken on the employee's performance since the last formal evaluation and the employee's self-evaluation, if provided.

10.8.1.3 Complete a performance evaluation form comparing the employee's actual performance with the established performance expectations and standards.

10.8.1.4 Schedule a meeting with the employee.

10.8.1.5 During the evaluation meeting:

- (a) Use specific examples to provide a candid, objective, constructive, and complete description of how the employee performed during the evaluation period.
- (b) Discuss both the “what’s” and “how’s” of the employee’s performance, strategies for improvement, and the employee’s own goals for personal growth.
- (c) Jointly establish new performance expectations and goals for the next performance evaluation period.
- (d) Obtain appropriate signatures and employee comments.
- (e) Review any areas of disagreement. If the employee does not agree with all or part of the performance evaluation, s/he should be referred to the next level manager or to the process in their collective bargaining agreement.

10.8.1.6 Continue to monitor performance, providing feedback, as well as coaching and counseling, throughout the evaluation cycle. (reference: [Let’s T.A.L.K. Preparation Form](#))

10.8.1.7 Documentation of Performance Evaluations

Supervisors must use the **employer’s** approved performance evaluation form and ensure that the completed and signed form becomes a permanent record in the employee’s personnel file.

10.9 Related Forms (See APPENDIX “J”)

10.9.1 [Employee Performance Appraisal](#)

10.9.2 [Let’s TALK](#)

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11.0 DISCIPLINARY ACTIONS AND APPEALS

11.1 Discipline and Appeal

11.1.1 **Justification for Discipline.** Disciplinary action, up to and including termination, may be taken against an employee for unsatisfactory performance or for misconduct. Discipline shall be the sole management right of the City. Discipline shall only be administered for just cause, and progressive discipline shall be utilized whenever appropriate. The best interest is served when discipline is administered to correct actions rather than to punish. In instances where employees are covered by a collective bargaining agreement, any contrary disciplinary provision of the labor contract shall govern.

11.1.2 Forms of Discipline

11.1.2.1 **Warning.** Whenever employee performance or job-related behavior falls below the acceptable level, the employee's supervisor shall inform the employee of the deficiencies. If appropriate and justified following the discussion, a reasonable period for improvement or correction may be allowed before initiating formal disciplinary action. This warning will be verbal and will be documented and noted in the employee's personnel file.

11.1.2.2 **Written Reprimand.** In situations where a warning has not resulted in correction of the condition, or where more severe initial action is warranted, a written reprimand shall be presented to the employee by his/her supervisor at the time of the discussion of the discipline. The reprimand shall include what corrective action must be taken by the employee to avoid further disciplinary measures, and must be signed by the employee and placed in the employee's personnel file. A copy will be provided to the employee. Should the employee refuse to sign the reprimand, then the supervisor and one other witness shall note on the reprimand that the employee received a copy thereof and refused to sign it. Within five (5) days of receipt of the copy the employee may submit a written response, which will also be placed in the employee's personnel file.

11.1.2.3 **Suspension.** If the written reprimand is not effective, or in those cases where the seriousness of the offense or condition warrants, an employee may be suspended without pay by the Department Head or his designee for a period not to exceed thirty (30) working days.

11.1.2.4 **Involuntary Demotion.** When other forms of disciplinary or corrective action have proven ineffective, or when the seriousness of the offense or condition warrants, the Department Head or his designee may demote the employee.

11.1.2.5 **Termination.** As a final disciplinary measure when other forms of discipline or corrective action has proven ineffective, or when the seriousness of the offense or condition warrants, the Department Head or his designee may terminate the employee.

11.1.3 Notice of Suspension, Involuntary Demotion or Termination

11.1.3.1 All notices of suspension, involuntary demotion or termination shall be given to the employee, in writing, specifying the action to be taken, the grounds upon which the action is based, a statement of facts constituting conduct for which discipline is to be imposed, including specification of standards, rules, regulations, ordinances, laws, or policies violated, if applicable, and the date the action becomes effective. The employee's department head or designee shall provide said written notice to the employee five (5) working days prior to the effective date of the action when this action is the result of progressive

disciplinary steps. When an incident is of such seriousness in nature to warrant immediate termination, the employee shall receive the notice of termination as prescribed herein as soon after the termination as is reasonably possible but in not less than five (5) working days.

11.1.3.2 The City Manager or his designee may serve notice upon an employee by mail or personal service. If mailed, notice shall be mailed to the employee at his/her last known address by certified mail, return receipt requested. If return receipt is not received, receipt shall be deemed to have occurred on the 5 day of mailing.

11.1.3.3 The employee, who may be accompanied by a Union representative, may proceed with the disciplinary grievance procedures for termination, involuntary demotions, and suspensions without pay if s/he so desires. Employee must choose their grievance process under City policy or Collective Bargaining Agreement, but may not use both.

11.1.4 Administrative Leave During Disciplinary Proceeding

11.1.4.1 In cases of contemplated discharge or suspension concerning misconduct which presents possible harm to persons or property, or pending criminal charges which adversely and directly affect the City or substantially disrupt City operations, the City Manager may place the employee on administrative leave, pending an investigation prior to or during a disciplinary proceeding, or during the review of the employee's response to a proposed disciplinary action. The employee will be notified, in writing, of the decision to place him/her on administrative leave. The notice will include a statement that the leave is not a disciplinary action.

11.1.4.2 Disciplinary action, up to and including termination, may be taken against an employee for unsatisfactory performance or for misconduct including, but not limited to, the following:

- (a) Conduct unbecoming an employee in the **employer's** service, or discourteous treatment of members of the public or a fellow employee, or any other act of omission or commission that impacts negatively on the public's perception of the integrity or credibility of the **employer** or erodes the public confidence in the **employer**.
- (b) Falsification of or making a material omission on forms, records, or reports including applications, time cards, and other **employer** records.
- (c) Absence from work without permission or without notification of an appropriate supervisor or manager, habitual absence or tardiness, or misuse of sick leave.
- (d) Unauthorized possession, removal, or use of the **employer's** property including, but not limited to, funds, records, keys, confidential information of any kind, equipment, supplies, or any other materials.
- (e) Insubordination, refusing to follow directions, or other disrespectful conduct directed toward a supervisor or manager.
- (f) Sexual harassment or other prohibited behavior directed toward another employee, member of the public, vendor, or anyone doing business with the **employer**, or anyone present on premises owned or controlled by the **employer**.

- (g) Actual or threatened physical violence including, but not limited to, intimidation, overt or subtle threats, harassment, stalking, or any form of coercion, except as may be required of a peace officer in the course of his/her duties.
- (h) Possession or inappropriate use of drugs or alcohol on property owned or controlled by the **employer** or while on duty or during an on-call status.
- (i) Possession, bringing, or aiding others in bringing unauthorized firearms, weapons, hazardous biological material or chemicals, or other dangerous substances onto property owned or controlled by the **employer**.
- (j) Violation of safety or health policies or practices, or engaging in conduct that creates a safety or health hazard to other employees, the public, vendors, or him/herself.
- (k) Dishonesty, including intentionally or negligently providing false information, intentionally falsifying records, employment applications, or other documents.
- (l) Willfully or intentionally violating or failing to comply with the **employer's** policies, rules, regulations, and/or procedures.

11.1.5 Forms of Disciplinary Action

11.1.5.1 Disciplinary action includes, but is not limited to, one or more of the following:

- (a) Verbal warning (document time, date, and subject)
- (b) Written reprimand
- (c) Suspension *(See 11.1.5.3 Below)
- (d) Pay reduction
- (e) Demotion
- (f) Termination

11.1.5.2 Employees' signed copies of the above items 1-6 must be placed in employees' master personnel file, and a copy provided to employees.

11.1.5.3 *Note: Exempt Employees and Appointed Officers are subject to the appropriate rules and procedures provided for in City Policy and City Code pertaining to those positions.

11.1.6 Due Process (Refer to: "Forms of Discipline" above and to the City of West Wendover "Policy Violation Report")

11.1.6.1 Prior to taking disciplinary action involving suspension, reduction in pay, demotion, or termination against any regular employee, the employer will take action intended to ensure that the employee is afforded due process. Due process in regard to employment-related disciplinary action includes, among other actions, making certain the employee is provided notice of the reason for the disciplinary action and is given the opportunity to provide a response to the proposed disciplinary action prior to an appropriate supervisor making a final decision regarding the disciplinary action. Related Forms: Policy Violation Report, City of West Wendover (06-11-2010).

11.1.7 Public Hearing for Dismissed Employees of Counties, Cities and Incorporated Towns and Unincorporated Towns

11.1.7.1 Statutes for counties (NRS 245.065), cities and incorporated towns (NRS 268.405), and unincorporated towns (NRS 269.083) provide for a public hearing for a dismissed employee who has been employed for 12 months or more (except those employees exempted from the merit system, i.e., city/county manager, city/county administrator, department heads). Such dismissed employee is not required to utilize an established pre-disciplinary conference and appeal process before requesting a public hearing. The employee must request in writing the public hearing within 30 days of receipt of written notification of dismissal. The public hearing will occur within 15 days of receipt of such request.

11.1.8 Disciplinary Grievance

11.1.8.1 Intent. To allow grievance for terminations, involuntary demotions and suspensions without pay following the procedures of Section 12.0.

11.1.8.2 In the event a qualifying disciplinary action was implemented by the City Manager, the grievance will proceed directly to Step 3 as provided in Section 12.1.3.3.

11.1.8.3 Informal Procedure. Refer to and follow Section 12.1.2.

11.1.8.4 Formal Procedure. Refer to and follow Section 12.1.3.

11.2 Related Forms (See APPENDIX “K”)

11.2.1 Policy Violation Report

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12.0 DISPUTE RESOLUTION

12.1 Definition of Dispute

- 12.1.1 Choosing Grievance Process. Refer to individual Collective Bargaining Agreements (CBA) for CBA procedures. Employee must choose their grievance process under City policy or Collective Bargaining Agreement, but **may not use both**. Disciplinary actions and discipline based upon administrative investigations authorized by this manual are **NOT** subject to the provisions of Section 12 of this manual. *For example, discipline based on prohibited harassment is not subject to this process.*
- 12.1.1.1 A grievance is defined as a complaint or dispute regarding interpretation and application of City policy.
- 12.1.1.2 The procedures set forth herein shall be the exclusive remedy for any dispute or complaint as defined in 12.1.1.1 above.
- 12.1.1.3 The term "working days" is based upon a five (5) day work week, beginning on Monday and ending on Friday.
- 12.1.1.4 Grievances not moved to the next step within the established time limits will be deemed settled according to the decision rendered in the last step processed. Time limits may be extended or waived by mutual written agreement.
- 12.1.1.5 The employee shall have ten (10) working days in which to initiate a grievance, counting from the date the employee should have reasonably known about the circumstances giving rise to the grievance.
- 12.1.1.6 At each step of the grievance procedure, the City shall have up to ten (10) working days to respond to the employee, and the employee shall have up to ten (10) working days from the date of the City's response in which to submit the grievance to the next step.
- 12.1.1.7 A grievance may be advanced to any step in this procedure by mutual written agreement between the City and the grievant.
- 12.1.2 Informal Procedure
- 12.1.2.1 Prior to submitting a written grievance, the employee must discuss the circumstances with his/her immediate supervisor. The employee may bring a representative to this meeting. The representative may be a Union representative.
- 12.1.3 Formal Procedure
- 12.1.3.1 Step 1. If the issue is not satisfactorily resolved, the employee may submit a formal grievance to the Department Head or to the City Manager, if grievance is regarding a Department Head.
- 12.1.3.2 Step 2. If the Department Head and grievant cannot reach a satisfactory resolution, the grievant has the right to submit the grievance to the City Manager.

12.1.3.3 Step 3. If the City Manager and the grievant cannot reach a satisfactory resolution, the grievant has the right to submit the grievance to the City Council at the next possible regular City Council Meeting. The City Council must render an offer of compromise, grant the grievance or deny the grievance.

12.2 Related Forms (See APPENDIX “L”)

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13.0 DEFINITION OF TERMS

The terms used in these policies shall have the meanings defined below:

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

Alcohol Use: The drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.

Allocation: The assignment of a single position to its proper classification on the basis of the duties performed and responsibility assigned.

Administrative Leave: Authorized leave for administrative purposes, such as for conducting an investigation which may be with or without pay, at the option of the **employer**.

Anniversary Date: The date the employee is hired as defined below, or promoted or reclassified upward or downward. This is the date an employee becomes eligible for consideration for a salary increase. The anniversary date may be adjusted as specifically provided elsewhere in the personnel policies. (Note special provisions regarding military leave.)

Applicant: A person, including a current employee, who is applying for any position with the **employer**. (May also be referred to as the candidate)

At-will: Employment status wherein the employee may be terminated at any time, with or without cause. An employee in an at-will status has neither a property right nor an expectation of continued employment with the **employer** and is not covered by the provisions of the discipline, layoff, or dispute resolution sections of these personnel policies. At-will employees include employees classified as: Municipal or Justice Court employees, employees in probationary periods, part time workers, temporary workers and volunteers.

Board: The governing body of the **employer**.

Casual Worker/Hire: A person hired at the pleasure of the **employer** to work less than twenty (20) hours per week on an ongoing basis or for more than twenty (20) hours per week for a period of fewer than one hundred twenty (120) consecutive work days.

Class Series: Two or more classes which are similar as to the fundamental type of work, but which differ as to degree of responsibility and difficulty, and which have been arrayed in a progression of level of responsibility and complexity of duties.

Class Specification: A description of the essential characteristics of a job class, and the factors and conditions that make it unique from other classes, described in terms of duties, responsibilities, and qualifications.

Contraband: Any item such as illegal drugs, drug paraphernalia, or other related items whose possession is prohibited by this policy.

Conflicting Employment: Outside employment that interferes with the employee's ability to perform his/her assigned job.

Conviction: A finding of guilt, including a plea of no contest or imposition of sentence or both, by any judicial body charged with the responsibility to determine violations of city, federal or state criminal drug or alcohol statutes; loss of license; domestic violence, theft, stalking and other such crimes.

Covered Active Duty:

- (a) In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

- (b) In the case of a member of a reserve component 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.

Covered Service Member:

- (a) A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious illness or injury; or
- (b) A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious illness or injury and who was a member of the Armed Forces (including National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

Date of Hire/Hire Date: The actual date an employee first renders paid service in a regular position.

Day: Calendar days unless work days are specified.

Demotion: Involuntary movement of an employee from one job class to another job class having a lower maximum base rate of pay, as a result of disciplinary action.

Department Head/Department Manager: An elected official or appointed official who is directly responsible to the City Manager or to the Board or to a board established by the Board, for overall administration of an office or department of the **employer**.

Department Safety Sensitive Position: A position which has been identified by the **employer**, which qualifies for certain drug and/or alcohol testing criteria be administered as a condition of employment given that such positions may have a direct impact on the safety and welfare of the public, the individual and/or co-workers.

Disability-Related Inquiry: A question (or series of questions) that is likely to elicit information about a disability. (See *Section 2.8.4.* of these policies for a more complete description.)

Discharge: Termination, separation, dismissal, or removal from employment for cause.

Discipline: A suspension (generally without pay), involuntary demotion, reduction in pay, discharge, or written reprimand or verbal warning.

Discrimination: Employment decisions or actions which are inappropriately taken because of the applicant's or employee's race, color, religion, age, gender, sexual orientation, national origin, ancestry, veteran status, disability, or union activity.

Dispute: Unresolved work-related problems identified by an employee or group of employees pertaining to work-related issues. Disputes may not be related to disciplinary action. Disputes filed under a collective bargaining agreement shall follow the appropriate grievance process.

Domestic Partner: Persons who are registered as domestic partners with the state of Nevada per Senate Bill 283 of the 2009 Nevada Legislature.

Drug Test: A urinalysis (urine) test that includes specimen collection and testing by a Department of Health and Human Services (DHHS)-certified laboratory. Both a screening test and a confirmation test must be used to establish a positive test result.

Eligible List: A list of names of persons who have satisfactorily completed an examination for a position and have qualified; also includes **Reinstatement List** (see below). A list of names of persons who have been laid off and are available for reinstatement.

Employee: A person employed in a budgeted position on a full- or part-time basis. For purposes of those sections of these policies covering discipline, layoff, and dispute resolution, the term employee **excludes** elected officials, appointed officials, those designated as at-will employees and others specified in this policy manual.

Regular Full-time Employee: A person who has successfully completed an initial introductory period in a regular budgeted position with a normally scheduled work week of at least forty (40) hours.

Part-Time Employee: A person who has successfully completed an initial introductory period in a regular budgeted position which requires at least twenty (20) hours per week, but less than full-time employment.

Introductory/Probationary Employee: A person who serves in an at-will status for a specified period of time during which s/he is evaluated by the **employer** to ensure that s/he has demonstrated fitness for a position by actually performing the duties of the position.

Student Intern Employee: An at-will employee who is regularly enrolled as a student in a recognized educational institution and is assigned to a full or part-time position which, in the case of post-secondary students, is related to the student's course of study, and which will continue for no longer than the current semester or term at the student's school. Provided, however, that subsequent work assignments may be made for the same student for periods which correspond to the student's subsequent semester or term.

Volunteer: An individual or group of individuals who performs work on a volunteer basis for the **employer** with no pay or benefits attached or expected from such work.

Exempt Employee: An employee who is exempt from the overtime provisions of the Fair Labor Standards Act. (Such determination is made on the basis of duties and responsibilities performed and the method of pay computation.)

Non-Exempt Employee: An employee who is subject to the overtime provisions of the Fair Labor Standards Act.

Employer Premises: All **employer** property and facilities, the surrounding grounds and parking lots, leased space, **employer** motor-driven equipment/vehicles, offices, desks, cabinets, closets, etc.

Equal Employment Opportunity (EEO) Officer: (*Optional*) The staff member assigned the responsibility and authority to receive, investigate, and resolve complaints of alleged discrimination/harassment. This individual also has the responsibility to provide training to the **employer** and assure appropriate notices are posted.

Essential Function: A fundamental job duty of the position held or desired. A function is essential if the job exists to perform that function, a limited number of other employees are available to perform the function, or the function requires special skill or expertise. (See Section 2.6.8. of these policies for a more complete description.)

Examination/Test: Any measure, combination of measures, or procedures used as a basis for any employment decision. Examinations include the full range of assessment techniques from traditional paper and pencil tests, performance tests, assessment centers, introductory periods, and evaluation of physical, educational, and work experience qualifications through informal interviews and scored application forms. **Open** examinations are open to all applicants, internal and external. **Promotional** examinations are open only to selected categories of employees of the **employer**.

Full-Time: Work which requires hours of work as established by the **employer** as full-time. A full-time employee is regularly scheduled to work a normal work week of forty (40) hours. Note: For the purpose of determining eligibility for benefits and layoff, collective bargaining agreements may provide alternate definitions of full-time.

Grade: The designation of a salary range for a class.

Illegal Drugs: Any controlled substance or drug which is illegal to sell, possess, cultivate, transfer, use, purchase, or distribute. Illegal drugs include prescription drugs not legally obtained and/or prescription drugs not being used in the manner, combination, or quantity prescribed, or by the individual for whom prescribed.

Introductory Period: A trial or working test period which is an integral part of the examination and selection process during which an employee serves in an at-will status and is required to demonstrate fitness for the position for which s/he was hired by actually performing the duties of the position.

Layoff: A separation from the **employer's** service because of a shortage of funds, lack of work, abolishment of a position, reorganization, or for other reasons not reflecting discredit on an employee and for reasons outside of the employee's control.

Leave Without Pay: Authorized leave in a non-paid status.

Legal Drugs: Prescription drugs and over-the-counter drugs that have been legally obtained and are being used in the manner, combination, and quantity for which they were prescribed or manufactured.

Medical Examination: A procedure or test usually given by a health care professional or in a medical setting that seeks information about an individual's physical or mental impairments or health. (See Section 2.6.8. of these policies for a more complete description.)

Personnel Action: Any action taken with reference to appointment, compensation, promotion, transfer, layoff, dismissal, or any other action affecting an employee's employment status.

Position: A group of duties and responsibilities requiring the ongoing services of one or more employees, which is listed in the authorized position list contained in the currently approved **employer's** budget or established by formal action of the City Council.

Positive Drug or Alcohol Test: Any detectable level of drugs or its metabolite (in excess of trace amounts attributable to secondary exposure) in an employee's urine or blood. With respect to alcohol, a blood alcohol concentration of 0.02 or higher constitutes a positive test.

Promotion: The movement of an employee from one class to another class having a higher maximum base rate of pay, usually as a result of some type of examination.

Rate of Pay: An employee's salary as shown in the **employer's** compensation plan.

Reallocation: A change in the classification and pay grade of a position to a higher or lower pay grade.

Reclassification: The change of a position to a different job class which results from changes in duties and responsibilities.

Reduction in Pay: Disciplinary action by an **employer** moving an employee to a lower pay level in the same class and same pay grade.

Regular Position: An authorized position which appears in the authorized position list contained in the **employer's** budget documents or its amendments approved by the City Council. (Normally a regular position consists of duties which must be performed at least twenty [20] hours per week on a regular, year-round basis.)

Reinstatement: The restoration of a laid-off employee or an employee rejected during a promotional introductory period to a position in a class in which the employee formerly served as a regular employee.

Reinstatement List: A list of names of persons who have been laid off and are available for reinstatement (rehire without examination).

Reprimand: A written notice to an employee stating specific performance and/or behavioral deficiencies and the improvements in behavior and/or performance which the employee must make, and that further disciplinary action will follow if the employee does not make the required improvements. (A performance evaluation form shall not be considered a reprimand.)

Resignation: A notice by an employee that s/he intends to separate from the **employer's** service. The **employer** may require that resignations be in writing.

Salary Range: The minimum and maximum salary set for each classification, grade, or level as designated by the position compensation plans. (Also see Grade.)

Safety Sensitive Position: A position which requires certain drug and/or alcohol testing criteria be met in order to meet the conditions of employment. In reference to meeting the requirements of 49 CFR Part 40 and the Federal Motor Carrier Safety Regulations as set forth by the Federal Department of Transportation.

Step: A specific rate of pay within the salary range established for a class. (Also see Rate of Pay.)

Substance Abuse Professional (SAP): A licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of drug- and alcohol-related disorders.

Supervisor: An employee, or an elected official who has been authorized to select, train, schedule, and evaluate the work of other employees, and to make decisions or effectively recommend actions related to the hiring, evaluation, and discipline of assigned employees. This person may also serve as the department head.

Suspension: The temporary separation from service, with or without pay, of an employee for disciplinary reasons or pending investigation of an employee's conduct.

Temporary Employee: A casual worker.

Transfer: A lateral change of an employee from one position to another position in the same class or to a different class in the same salary range.

Warning: Verbal notice or counseling of an employee specifying required changes in work performance or on-the-job behavior.

Working Days: Based upon a five (5) day work week, beginning on Monday and ending on Friday, excluding holidays.

Work Week: Begins at 12:01 a.m., on Monday and ends seven (7) days (168 hours) later at midnight on the next Sunday.

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14.0 SAFETY MANUAL

14.1 Injury and Illness Prevention Program Plan

14.1.1 The City herewith provides a Safety Operation Program/Plan and Illness Prevention Program. This plan include:

14.1.1.1 Management Commitment

14.1.1.2 Employee Compliance with Healthy Work Practices

14.1.1.3 Safety Communications

14.1.1.4 Workplace Hazards Identification

14.1.1.5 Accident Investigation

14.1.1.6 Unsafe or Unhealthy Conditions

14.1.1.7 Safety and Health Training

14.1.1.8 Documentation and Record Keeping

14.1.2 The forms provided with this program are to be used on the following occasions:

14.1.2.1 Inspection Reports-Formal Inspections

14.1.2.2 Accident Investigation Report-All Accidents

14.1.2.3 Safety Committee Minutes-For Bulletin Board Posting

14.2 Management Commitment

14.2.1 Policy

14.2.1.1 It is our policy to provide a safe place of employment and to establish safe operating practices, which will result in safe working conditions and efficient operations.

14.2.1.2 Accident prevention shall be a part of our normal routine operation responsibility. Managers and employees shall be directly responsible for continuous efforts towards the prevention of accidents and constantly alert to the potential for accidents on your job. Your safety suggestions are welcome and should be submitted.

14.2.1.3 The success of this accident prevention program depends primarily upon the cooperation and active support of all employees to abide by the rules and follow safe work practices. We will be counting on you to do your part in making this program a benefit to us all.

14.3 Discipline

14.3.1 Policy

14.3.1.1 Our Policy Statement states that, DEPARTMENT HEADS AND EMPLOYEES shall be directly responsible for continuous efforts towards the prevention of accidents and constantly alert to the potential for accidents on your job.

14.3.1.2 Just as we have a Safety Policy to stress the prevention of injury and illness, we must have a Discipline Policy. The intent of this policy is to openly communicate the City's standards of conduct to all employees, particularly conduct considered undesirable as a means of avoiding its occurrence. The City also believes that such policies and procedures are necessary for the protection and fair treatment of all employees. Employees are therefore urged to use reasonable judgment at all times and to seek supervisory advice in any doubtful situation.

14.3.1.3 However, under those circumstances when disciplinary action, including termination, becomes a necessary means of modifying undesirable situations, the City hereby establishes the discipline that follows if an employee is found to be in violation or neglect of safety rules, or contributing to hazardous conditions:

- (a) First Offense: The employee will receive a verbal warning
- (b) Second Offense: The employee will receive a written reprimand
- (c) Third Offense: The employee will receive two days off without pay
- (d) Fourth Offense: If situation so warrants due to seriousness, termination may result
- (e) **Exception:** In appropriate cases due to the circumstances of the violation or severity of the violation, the City may impose a higher level of discipline than outlined in general in subsection (a) through (d) above, up to and including termination.

14.3.1.4 To ensure the equitable processing of disciplinary actions, The Department Head will be responsible for the investigation and proper handling of such matters, including the assurance that employee rights are protected, and that appropriate action is taken when circumstances warrant. The department head shall report any violation resulting in injury to person, or destruction to property, to the City Manager. The City Manager and Department Head shall hold an informal administrative hearing wherein the employee/violator has an opportunity to be heard prior to a finding whether or not a violation occurred. An employee may waive his/her right to such a hearing. The employee may appeal the decision to the City Council.

14.3.1.5 This policy shall be deemed to be completely separate and distinct from any normal disciplinary procedures established in the City of West Wendover Employee Handbook, or any other established disciplinary procedures of the various departments of the City.

14.4 Safety Committee

14.4.1 **Safety Officer:** The safety officer is the Fire Chief and will direct the Program. The safety officer will serve for a two-year term ending on December 31.

14.4.2 The Safety Committee will elect the succeeding Safety Officer for a two-year term beginning January 1. His/her name will appear in the Safety Committee minutes.

14.4.3 **Safety Committee:** The implementation of the Injury and Illness Prevention Program requires a Safety Committee to assist the Safety Officer.

14.4.4 Key employees are selected from each department, consisting of: Fire Department, Police Department, Administration, Public Works, Utilities, and Court.

14.4.5 The Safety Committee will serve for a two-year term, at which time the Department Heads will provide for their replacement by vote or otherwise. Terms will be for two (2) years.

- (a) Duties of the Safety Committee include, but are not limited to, the following:
- (b) Investigative accident and reported hazards
- (c) Review inspection and Accident Investigation Reports and ensure corrections are made
- (d) Monitor loss prevention activities
- (e) Establish disciplinary and incentive programs to promote loss prevention action

14.5 Workplace Hazards Identification

14.5.1 The Safety Committee shall ensure that the Blood Borne Pathogen Standard and the Hazard Communication Standard, and all other standards which may be introduced by OSHA, are maintained in a current status.

- (a) Formal inspections are performed at least once per month in order to check the status of safety in the departments.
- (b) Periodic inspections will also be performed at random.
- (c) Inspection Reports shall be made in writing and reviewed by the Safety Committee and Management.
- (d) Safety Committee and the department head (or supervisor) shall correct problem areas highlighted on the Inspection Report.
- (e) The Safety Committee shall obtain a summary report on the status of any areas on non-compliance and be informed of corrective actions taken or contemplated.

14.6 Safety and Health Training

14.6.1 The written procedures for the following are in the Emergency Operations Plan (EOP)

- (a) Fire Evacuation
- (b) Tornado or earthquake procedures
- (c) Spills of dangerous chemicals
- (d) Needle stick and post-exposure evaluation procedures
- (e) Blood Borne pathogen training
- (f) Hazardous substance training
- (g) Other training and procedures as they become necessary

14.6.2 City required Department Heads to provide training and documentation when:

- (a) A new chemical, piece of equipment process or procedure is implemented
- (b) A new employee is hired
- (c) A hazard is discovered

14.7 Employee Compliance with Safe and Healthy Work Practices

14.7.1 Employee compliance activities include training and retraining employees in safety and health matters.

14.7.2 Recognition of outstanding performance in areas of injury and illness prevention will be included in the program, as well as disciplinary action in the event of a safety violation.

14.7.3 Activities to train employees are:

- (a) Blood Borne Pathogen Program
- (b) Hazard Communication Program
- (c) In house training about chemicals and pathogens on the job site
- (d) Lectures and training in specific areas
- (e) Special conference in safety and materials handling
- (f) Bulletin board and sign exposures about safety
- (g) Initial orientation

14.8 Safety Communications

14.8.1 The communication system used for Injury and Illness Prevention Program will be simple and easy for employees to understand and will be a system to report safety hazards to supervisors without fear of reprisal. It will give employees opportunities to discuss safety issues through the following:

- (a) Meetings
- (b) Training Programs
- (c) Inspection Reports
- (d) Employee Health and Safety Suggestion System
- (e) Verbal and Written Communications

14.9 City of West Wendover Employee Safety Responsibilities

14.9.1 As an employee of the City of West Wendover, I am responsible to:

- (a) Observe all City safety and health rules and apply the principles of accident prevention in my day-to-day-duties.
- (b) Report any job-related injury, illness or property damage to my supervisor and seek treatment promptly.
- (c) Report hazardous conditions (unsafe equipment, floors, and material) and unsafe acts to my supervisor or safety committee representative promptly.
- (d) Observe all hazard warning and no smoking signs.
- (e) Keep aisles, walkways and working areas clear of slipping/tripping hazards.
- (f) Know the location of fire/safety exits and evacuation procedures.
- (g) Keep all emergency equipment such as fire extinguisher, fire alarms, fire hoses, exit doors, and stairways clear of obstacles.
- (h) Not report to work under the influence of alcoholic beverages or drugs or to consume them while on company premises.
- (i) Refrain from fighting, horseplay, or distracting my fellow workers.
- (j) Observe safe operating procedures for all equipment I am authorized to operate.
- (k) Follow proper lifting procedures at all times.
- (l) Ride as a passenger on a vehicle only if it is equipped with a rider's seat.

- (m) Be alert to see that all guards and other protective devices are in their proper places prior to operating equipment.
- (n) To not wear frayed, torn or loose clothing, jewelry, or long unrestrained hair near moving machinery or other sources of entanglement, or around electrical equipment.
- (o) Actively support and participate in the City's efforts to provide a safety and health program.

14.10 Safety and Accident Prevention

14.10.1 Purpose. To establish guidelines and lines of responsibility for maintaining a safe and healthy work environment.

14.10.2 Policy. Unsafe or Unhealthy Conditions: It is the policy of the City to immediately correct unsafe or unhealthy working conditions. If it is impossible to correct bad conditions right away, personnel are to be restricted from that area or activity until the conditions are corrected.

14.10.2.1 The supervisor or department head of the affected department will keep the Safety Officer informed of what steps have been taken to correct the problem, when it will be corrected, and report the correction once it has been repaired.

14.10.2.2 The City recognizes the need for the development of safe working practices for every employee and desires to promote on-the-job safety by encouraging the proper design and use of buildings, equipment, tools, and other devices.

14.10.2.3 Administration of the safety program should be the job of the supervisor. They should be constantly on the alert to observe and report unsafe working practices or existing hazardous working conditions with the aim of immediate correction. Each Department Head or supervisor shall make sure that the employee under his/her supervision is well acquainted with existing safety rules and shall see that the rules are uniformly enforced. Safety education of all employees shall be promoted by supervisors adhering to all safety rules.

- (a) It is the responsibility of all employees to cooperate in making the safety program work. Employees must:
 - (b) Be informed of and observe established safe practices
 - (c) Notify supervisors of any unsafe conditions they discover
 - (d) Use personal protective equipment such as steel toed shoes, safety vests, safety glasses, and hard hats where required
 - (e) Not remove guards or other protective devices from machinery and equipment
 - (f) Not engage in "horseplay"
 - (g) Attend any required training or orientation to increase safety awareness
 - (h) Not report to work under the influence of alcohol or drugs that alter normal behavior or ability to function safely

- (i) Report all job-related injuries or illnesses to their supervisors promptly
- (j) Assist supervisors in their investigation of any accident of which they have knowledge; accident investigation is fact-finding, not fault finding
- (k) Refrain from smoking in “no smoking” areas
- (l) Refrain from operating, modifying, adjusting or using equipment in an unauthorized manner

14.10.2.4 The Employee Safety Committee meets monthly to review accidents that have occurred, discuss recommendations for improved safety and formulate safety rules and procedures.

14.10.2.5 A safety bulletin board will be provided for the display of safety meeting minutes, safety posters and other safety education material. A safety bulletin board will be maintained at each City facility.

14.10.2.6 Employees are encouraged to provide safety material for the safety bulletin board and safety meetings.

14.10.2.7 Safety complaint/suggestion forms are available from the personnel office.

14.10.2.8 If a citizen or person visiting a City facility requests medical care, Emergency services should be called at 911. All incidents should be reported via the Incident Report and filed with the Safety Officer as soon as possible.

14.10.2.9 The City maintains workers compensation insurance to cover accidents/illnesses incurred by City employees when on duty. Liability insurance is carried to cover accidents to citizens and visitors if there is negligence by staff or the City.

14.11 First Aid, Training, Kits, Posters

14.11.1 Purpose. To make employees aware of first aid and safety.

14.11.2 Policy

14.11.2.1 All supervisors or persons in charge of crews will be first aid trained unless their duties require them to be away from the job-site, whereby others persons will be designated to be the recognized first-aid designee. First aid training will be offered to all employees at the City’s expense.

14.11.2.2 Valid first aid certificates are recognized as ones that are less than three years old. NOTE: Cardiopulmonary resuscitation (CPR) is required in addition to the regular first aid training, if a first aid course does not combine the two subjects.

14.11.2.3 First aid kits will be in accordance with the requirements of the General Safety and Health Standards.

14.11.2.4 First aid kit locations at City facilities include:

- (a) City Public Works Shop and Office including vehicles
- (b) Police Department and Police vehicles
- (c) City Hall
- (d) Fire Station locations including emergency vehicles

- (e) ReUse and Compost facilities
- (f) Landfill
- (g) Welcome Center

14.11.2.5 Department Heads or designee will ensure the first aid kit (s) is/are properly maintained and stocked.

14.12 Safety Bulletin Board

14.12.1 Purpose. To provide employees with a centralized location for posting of safety-related information.

14.12.2 Policy. The following considerations should be made for bulletin boards:

- (a) Place where there is greatest employee exposure (lunchroom, break room, central part of the facility, near time clock, etc).
- (b) Posting should be attractively arranged.
- (c) Posters, safety committee minutes and other information that becomes dated or worn should be changed periodically.
- (d) A specific safety bulletin board or portion of an existing board should be designated for safety material.
- (e) The Safety Committee Member, or designee, is designated to maintain the bulletin board as recommended above.

14.12.3 The following items are required to be posted:

- (a) Citation and Notice (as appropriate)
- (b) OSHA 200 Summary (specifically during month of February)

14.13 Written Hazard Communication Program

14.13.1 Purpose. For compliance with Employee Right to Know, and applicable state and Federal guidelines, and for protection of employees and general public from injury by hazardous materials.

14.13.2 Policy. General Information. The following written hazard Communication Program is hereby established for the City of West Wendover. All work sites of the City are included within this program.

14.13.3 Definitions

HAZARD CHEMICAL-Any chemical which is a physical hazard or a health hazard.

HEALTH HAZARD-includes any chemical for which significant evidence has been established, based on at least one study conducted by established procedures and principles, proving that acute or chronic health effects may occur in exposed employees. These health hazard chemicals include carcinogens, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, hepatotoxins, nephrotoxins, neurotoxins, agents which act on the hematopoietic system, and agents which damage the lungs, skin, eyes or mucous membranes.

PHYSICAL HAZARD-A chemical for which there is scientifically valid evidence that it is a combustible liquid, a compressed gas, explosive flammable, or organic peroxide, an oxidizer, pyrophoric, unstable (reactive) or water reactive.

14.13.4 Container Labeling. Each Department Head will verify that all containers received for use will:

- (a) Be clearly labeled as to the contents
- (b) Note the appropriate hazard warnings
- (c) List the name and address of the manufacturer

14.13.4.1 The supervisor of each department will ensure that all secondary containers are labeled with an extra copy of the original manufacturer's label or with generic labels, which have a block for identity and blocks for hazard warning.

14.13.4.2 The manager reviews the labeling system every 12 months and updates this policy as required.

14.13.5 Material Safety Data Sheets (MSDS)

14.13.5.1 The Department Head is responsible for obtaining and maintaining the data sheet system for the City.

14.13.5.2 The Department Head will review incoming data sheets for new and significant health/safety information.

14.13.5.3 He/she will see that any new information is passed on to the affected employees.

14.13.5.4 Copies of the MSDS's for all the hazardous chemicals to which employees of the City may be exposed will be kept on MSDS clipboards located on the Safety Bulletin Board of each department.

14.13.5.5 MSDS's will be available to all employees in their work area for review during each work shift. If MSDS's are not available or a new chemical in use does not have MSDS's, immediately contact the Department Head. The Fire Department shall have MSDS's for all City Departments.

14.13.6 Employee Training and Information

14.13.6.1 The Safety Officer, Department Head or designee will be responsible for the employee training program. He/she will ensure that all elements specified below are carried out.

14.13.6.2 Prior to starting work, each new employee will receive a health and safety orientation and will be given information and training on the following:

- (a) An overview of the requirements contained in the Hazard Communication Standard
- (b) Chemicals present in their work place operations
- (c) Location and availability of our written hazard program
- (d) Physical and health effects of the hazardous material

- (e) Methods and observation techniques used to determine the presence or release of hazardous chemicals in the work place
- (f) How to lessen or prevent exposure to these hazardous chemicals through usage of control/work practices and personal protective equipment
- (g) Emergency procedures to follow if they are exposed to these chemicals
- (h) How to read labels and review MSDS's to obtain appropriate hazard information
- (i) Location of the MSDS file and location of hazardous chemical lists

14.13.6.3 After attending the training orientation session, each employee will sign a form to verify that they attended the session, received the written materials, and understood the City's policies on Hazard Communication.

14.13.6.4 Prior to any new hazardous materials being introduced into any department, employees of that department will be given information about the material and an opportunity to review the MSDS. The Department Head is responsible for ensuring that MSDS sheets on the new chemical (s) are secured from the manufacturer.

14.13.7 Hazardous Non-Routine Tasks

14.13.7.1 Periodically, employees are required to perform hazardous non-routine tasks. Prior to starting work on such projects, each affected employee will be given information by their supervisor about hazardous chemicals to which they may be exposed during such activity. This information will include:

- (a) Specific chemical hazards.
- (b) Protective/safety measures the employee can take.
- (c) Measures the company has taken to lessen the hazards including ventilation, respirators, presence of another employee, and emergency procedure.

An example of a non-routine task performed by employees of the City:

TASK- Once each year all the undercarriages of the fire apparatus are to be steam cleaned of grease and dirt. This ensures viewing of all the parts of the pump and hydraulic system of each unit for preventative repairs.

HAZARDOUS CHEMICALS-Solution of diesel oil mixed in high-pressure steam. Diesel fuel is a combustible liquid. Do not use around open flame, and keep area ventilated. Employees are to wear hard hats, goggles, rain gear and boots while operating steam guns. No employee is to be left alone while steam cleaning.

A fire extinguisher is to be within 10 feet of the can containing the diesel fuel, and should any of the fuel spill, it is to be flushed with soap and water. Any mixture getting on the employee should be immediately washed off. Eyes should be flushed for 10 minutes. Aid car is to be immediately called for.

14.13.8 Informing Contractors Working on City Property

14.13.8.1 It will be the responsibility of the Public Works Director to provide contractors with the following information:

- (a) Hazardous Chemicals to which they may be exposed while on the job site.

- (b) Precautions the employee may take to lessen the possibility of exposure by usage of appropriate protective measures.

14.13.8.2 The Public Works Director will be responsible for contacting each contractor before work is started on City property, and gather and disseminate any information concerning chemical hazards that the contractor is bringing on to City property.

14.13.9 List of Hazardous Chemicals Within the City of West Wendover, by Department

14.13.9.1 Each department shall be responsible for maintaining a list of known hazardous chemicals used by employees within that department.

14.13.9.2 This list shall be on the cover of the clipboard or binder containing the MSDS's for that department. List shall be updated when materials are added or subtracted for their inventory.

14.13.10 Hazardous Materials Identification System (HMIS)

14.13.10.1 A hazard communication system using colors, numbers, letters and symbols to quickly identify the hazards in the work place. It consists of our Hazard Notice Labels and Hazardous Materials Identification Wall Chart to help you meet OSHA Hazard Communication Standard for labeling and training.

14.13.10.2 The Hazard Notice Labels utilize hazard ratings from 0 to 4 for health, flammability, and reactivity plus an alphabetical designation for personal protective equipment. Simply write the ratings in the space provided on the label for hazard identification and add the appropriate designation for personal protection equipment. Use 29" x 23" Hazardous Materials Identification Wall Chart for explanation and educational reinforcement of the system.

14.14 General Safety Guidelines

14.14.1 The key to a safe work environment, are employees who have developed common sense safety habits. The goal of the following safety guidelines is to improve employee safety awareness. Each employee needs to be familiar with these guidelines and any other safety rules and procedures for their particular work area. Disregard of safety rules and procedures will affect an employee's standing with the Employee Recognition Program, if applicable, the annual safety award, and possible disciplinary action, up to and including termination of employment.

14.14.2 Think Safety At All Times:

- (a) Report all unsafe acts and unsafe conditions to your supervisor immediately
- (b) Report all accidents and/or injuries immediately to a supervisor
- (c) Perform all work safely
- (d) Be familiar with and abide by all safety rules

14.14.3 Warehouse Safety:

- (a) When entering a warehouse be alert to and stay out of the way of moving equipment
- (b) When walking in the warehouse, always walk along the main aisles. Remember- moving equipment always has the right of way
- (c) When approaching equipment that is aloft, speak to the operator and make sure your presence is known
- (d) Never walk under equipment that is aloft
- (e) Do not step or walk on pallets
- (f) Do not attempt to climb racks

- (g) Do not leave empty pallets of product in aisle ways
- (h) Never place products and/or empty pallets in the eyewash station. This area must be kept clear at all times in case of any emergency
- (i) Report all unsafe acts and unsafe conditions to a supervisor
- (j) Report all accidents and/or injuries immediately to a supervisor
- (k) Be familiar with and abide by all safety rules

14.14.4 Office Safety

- (a) Pay attention to and watch where you are walking at all times
- (b) Slow down when walking around corners
- (c) Make sure file drawers are kept closed when not in use
- (d) Ensure all articles are kept clear of aisle ways. Boxes, chairs, etc.
- (e) Report all unsafe acts and unsafe conditions to a supervisor
- (f) Report all accidents and/or injuries immediately to a supervisor
- (g) Be familiar with and abide by all safety rules

14.14.5 Fire Safety:

- (a) Smoking in other than designated areas is prohibited (by motion of City Council at 9-05-2006 council meeting): ...all city facilities (all buildings) will be smoke free as well as the transport van, administrative van or any other communal use vehicle. Individually assigned vehicles may be smoked in if adherence to current city policy.
- (b) Know where fire extinguishers are located throughout your work area
- (c) Know where the nearest exit is to you at all times
- (d) Be familiar with and know the Master Fire/Disaster Plan. This is posted as required in all departments

14.14.6 Avoid Back Injuries:

- (a) Hold objects close to your body when lifting
- (b) Lift with your legs rather than your back. Bend your knees
- (c) Pivot with your feet, don't twist!
- (d) Allow for plenty of carrying clearance
- (e) Don't carry objects in a bent over, stooped posture
- (f) Do not attempt to step on or even over objects when carrying something
- (g) Never attempt to lift anything that you think might be too heavy for you. Get help with the heavy objects.
- (h) Personnel must wear the personal back support when required

14.14.7 Electrical Safety:

- (a) Do not use any electrical equipment with cord damage. Report it to a supervisor
- (b) Grasp the plug, not the cord, when unplugging the equipment
- (c) Ensure adapter plugs and extension cords are adequate for intended use
- (d) Equipment is not to be operated without a safety guard, whenever such guard is provided
- (e) All plugs must have the ground plug intact. If one is discovered missing, the cord must be removed from service
- (f) Ensure power is turned off and/or disconnected (lockout/tagout) prior to performing maintenance on any equipment
- (g) Ensure electrical cords are clear of walkways to prevent someone from tripping. If necessary, on a temporary basis only, cords are to be securely taped to the floor

14.14.8 Chemical Safety:

- (a) If you smell or see spillage of any chemical, notify a supervisor immediately

- (b) Be familiar with and know where the emergency station containing materials for handling chemical spills is located
- (c) Know where the Hazard Communication/MSDS sheets are located. They are located in each department manager's office.
- (d) Be familiar with and know how to operate the emergency eyewash station. This area must be kept clear

14.14.9 Ladder Safety:

- (a) Never use a metal ladder around exposed electrical equipment
- (b) Do not use defective ladders; report them to a supervisor
- (c) Ensure that ladders are in a stable position before climbing
- (d) Position ladders so that you do not have to reach for objects

14.14.10 Dock Safety:

- (a) Ensure trucks are positioned correctly to the dock
- (b) Ensure all trucks and trailers are chocked
- (c) Do not stand on dock plate when raising or lowering
- (d) Ensure there is a smooth continuous surface between the truck or trailer and the dock plate. Make sure these surfaces are properly secured and cannot slide off when equipment passes over them
- (e) Vehicle restraints must be in place before loading and unloading
- (f) Before entering a truck or trailer, ensure that the floor will support the weight of equipment and its load
- (g) Maintain good communication with the driver to prevent the truck from being pulled away from the dock before loading and unloading is complete
- (h) Never load or unload a trailer that is not secured
- (i) Check height of overhead door to height of door on trucks or trailers when loading
- (j) Ensure inside and outside dock areas are kept free of debris
- (k) Check for obstruction before lowering the overhead door
- (l) Check cables on overhead door prior to opening
- (m) Ensure steps to warehouse main doors are kept clear of snow and ice
- (n) Never walk under an overhead door as it is opening or closing

14.14.11 Equipment Safety

- (a) Perform pre-shift inspection of equipment before operation. Ensure that equipment is in safe operating condition and all safety devices are functioning
- (b) Use of personal protective equipment is mandatory in job areas where required
- (c) Persons, who have not received their Training Program operator's certificate, are forbidden to use this type of equipment. The exception to this rule applies only to those persons in training, under proper supervision
- (d) Operate equipment in a careful manner at all times
- (e) Be familiar with and abide by all safety rules for equipment

14.14.12 Vehicle and Driver Safety:

- (a) Perform pre-shift inspection of vehicle before operation. Ensure that equipment is in a safe operating condition and all safety devices are functioning.
- (b) When operating a vehicle, safety belts must be worn at all times
- (c) Drive your vehicle at all times staying in control of speed and direction
- (d) Use caution whenever backing. If you must back up, get out of the vehicle and look. If you are in doubt, back up slowly and use your mirrors
- (e) Always use your turn signals to let others know your intentions
- (f) Ensure vehicle is locked in park when loading or unloading with powered equipment
- (g) Before operating vehicle, you must be in compliance with State regulations

- (h) Be familiar with and abide by all safety rules and regulations

14.14.13 Maintenance Safety

- (a) Disconnect power (lockout/tagout) prior to performing maintenance on any tools or equipment
- (b) Use of personal protective gear is required when needed
- (c) Do not operate any tools or equipment without proper safety guards
- (d) Inspect all tools prior to use
- (e) You must be qualified and authorized by your supervisor to perform the maintenance task
- (f) Be familiar with and abide by all safety rules

14.14.14 General Office and Warehouse Safety:

- (a) No horseplay or inappropriate activity is permitted
- (b) Personal protective equipment must be used in all areas/jobs where required
- (c) Anyone reporting for work under the influence of drugs or alcohol is subject to disciplinary action or termination. If using prescriptions that may impair ability to perform normal tasks, notification must be made to your supervisor

14.15 Safety Equipment

14.15.1 Purpose. To establish a policy that requires employees to always use personal safety equipment when performing certain hazardous tasks or when in an unsafe environment.

14.15.2 Policy

14.15.2.1 **Hard Hats:** It is the policy of the City to require employees to wear hard hats at all times when in the field around construction and maintenance projects. As a minimum, however, hard hats shall be worn as follows:

- (a) During operation of all equipment, including backhoe, loader and mower, street sweeper and ladder truck. When a ladder is being used, the ground person must wear a hard hat.
- (b) When working below ground level, such as in lift stations, ditches, etc.
- (c) When conditions warrant and/or ordered to do so by a supervisor.
- (d) When working in a traveled right-of-way.
- (e) When inspecting construction sites.

14.15.2.2 **Steel-Toed Shoes:** (or toe protectors) shall be worn when requested by the Supervisor.

14.15.2.3 **Safety Harness:** Shall be used when an employee enters a large clean out, storm manhole, sewer manhole, wet well, catch basin or large pipe.

14.15.2.4 **Safety Vest:** Shall be worn when employee is in flagging position and/or when working in a traveled right-of-way.

14.15.2.5 **Safety Glasses:** Shall be worn when grinding, chipping, using air tools, driving backhoe or under conditions which warrant the supervisor to require safety glasses being worn.

14.15.2.6 All possible precautions must be taken by employees to avoid exposure to injury or illness to themselves or others.

14.15.2.7 Supervisors are responsible to ensure compliance with the provision of this policy and the OSHA standards by all members of their crews, division, or department.

14.15.2.8 Failure to comply with mandatory requirements for wearing safety apparel and/or using safety equipment will result in disciplinary action, up to and including termination, for repetitive or gross violations.

14.16 Accidents Involving Defective Equipment

14.16.1 Purpose. To establish procedures for accidents involving potentially defective equipment.

14.16.2 Policy.

14.16.2.1 When an accident happens where defective equipment is a possibility, the following action should be taken:

- (a) Attend to any injuries of employees or others.
- (b) Turn equipment in question over to the employee's supervisor, who shall consult with the Safety Officer.
- (c) Write a detailed report, within one day, to include all circumstances surrounding the incident and all manufacturing information available concerning the equipment in question. This report should be submitted to the Safety Officer. The Safety Officer will report such accidents to the Safety Committee.
- (d) When an employee is injured, procedures should be followed as outlined in the Policy on ON-THE-JOB INJURY OR ILLNESS.

14.17 Driver's Licenses

14.17.1 Purpose. To establish a policy for the requirement of a valid Utah or Nevada State Driver's License by employees whose jobs routinely involve driving City vehicles

14.17.2 Policy

14.17.2.1 Any employee whose work requires that he/she drive City vehicles must hold a valid Utah or Nevada State Driver's License, or CDL, where required.

14.17.2.2 All new employees who will be assigned work entailing the operating of a City vehicle will be required to submit to a Department of Motor Vehicles driving records check as a condition of employment. Such checks shall be processed by the City Manager's office. A report indicating a suspended or revoked license status may be cause to deny or terminate employment.

14.17.2.3 Periodic checks of employee's drivers' licenses through visual and formal Department of Motor Vehicles review checks shall be made by Department Heads or Supervisors. Any employee who does not hold a valid driver's license will not be allowed to operate a City vehicle until such time as he/she obtains a valid license.

14.17.2.4 Any employee performing work which requires the operation of a City vehicle must notify his/her immediate supervisor in those cases where his/her license is expired, suspended or revoked and/or who is unable to obtain an

occupational permit from the State Department of Licensing. If an employee fails to report such an instance, he/she is subject to disciplinary action, up to and including demotion or termination.

14.17.2.5 An employee who fails to immediately report such revocation or suspension to his/her supervisor and continues to operate a City vehicle shall be subject to possible termination.

14.18 Minimum Qualifications for the Operation of City-Owned Motor Vehicles and Privately-Owned Vehicles While Conducting Official Business

14.18.1 Purpose. To insure an acceptable standard of proficiency and safety is met by each employee who operates City-owned motor vehicles.

14.18.2 Policy. Refer to City Personnel Policy Manual, 8.2 Travel Expenses, Allowances.

14.19 Use of City-Owned Motor Vehicles

14.19.1 Purpose. To establish guidelines for the use of City-owned motor vehicles.

14.19.2 Policy

14.19.2.1 Vehicles may be taken home by the employee that the vehicle is issued to by department policy.

14.19.2.2 Employees who take a vehicle home understands that he/she may be called out as needed, even if the employee is not on call.

14.19.2.3 Employee is responsible for the equipment on/in the vehicle.

14.19.2.4 Family members may ride in the vehicle and will be dropped off at a secure location if warranted, for the employee to perform his/her duties by department policy.

14.19.2.5 No one other than the City employees may drive or operate City equipment.

14.19.2.6 No one under the influence of alcohol or drugs shall operate City equipment.

14.19.2.7 Employees will respond, as needed, while using City vehicles.

14.19.2.8 Vehicles may be used for personal business while out of town on City business.

14.19.2.9 Vehicle will not be taken out of the area for personal business.

14.19.2.10 Vehicle may only be used for personal business locally, by on-call employee.

14.19.2.11 Failure to follow these guidelines will result in disciplinary action, i.e. loss of vehicle privilege or termination.

14.20 Collision Investigation Involving City Employees and/or Vehicles

- 14.20.1 Purpose. To establish policy guidelines for the investigation of all accidents involving City vehicles or privately-owned vehicles while the driver thereof is actively engaged in official City business.
- 14.20.2 Policy. If while operating a City owned vehicle or a privately owned vehicle in the performance of official duties, an employee is involved in an accident resulting in personal injury or property damage, he or she shall:
- 14.20.2.1 Request that all parties and properties concerned remain at the scene of the accident if possible until a law enforcement representative has released them.
 - 14.20.2.2 All collisions involving City vehicles or persons on duty and actively engaged in City business will be investigated by a police agency.
 - 14.20.2.3 If occurring outside the City, the collision will be investigated by the police agency having jurisdiction.
 - 14.20.2.4 If occurring within the City and involving property damage or a minor (non-hospitalizing) injury, the collision will be investigated by the City Police Department.
 - 14.20.2.5 If occurring within the City and the collision results in fatality or injury requiring immediate hospitalization of any party, the accident will be investigated by an outside authority. Selection of an outside authority will be handled by the City Police Department at the scene.
 - 14.20.2.6 Employee responsibility is to refrain from making statements regarding the accident with anyone other than the investigating law enforcement representative, appropriate City officials, and representatives of his or her own insurance company if the employee's privately owned vehicle is involved. Statements made to investigating authorities should be confined to factual observations.
 - 14.20.2.7 A copy of all police reports and any statements attached thereto will be forwarded to the City Manager, Safety Officer, Department Head and Safety Committee within one day. The Safety Officer will report such accidents to the Employees Safety Committee.
- 14.20.3 If an employee is injured, procedures should be followed as outlined in Administrative Policy regarding ON-THE JOB INJURY OR ILLNESS.

14.21 Employee Actions at Accident Scenes

- 14.21.1 Purpose. To establish policy guidelines for employees traveling in City-owned vehicles for rendering assistance at accident scenes.
- 14.21.2 Policy. It is the responsibility of City employees, while traveling in City vehicles, to stop at accident scenes and render whatever assistance that is within their capability if it is safe to do so. It is not the intention of this policy to impose strict procedures in governing the actions of employees at accident scenes. It is realized that each employee must use his or her own judgment in determining if assistance is needed and what assistance they are capable of providing.

- 14.21.2.1 As a minimum, the employee should ensure that police and fire personnel have been notified (if necessary), if injuries have occurred, and if the employee is capable and qualified, first aid may be rendered to the victim.
- 14.21.2.2 The employee should remain at the accident scene until emergency vehicles arrive and offer assistance to police and fire personnel as needed.
- 14.21.2.3 The employee should remain polite and helpful in all circumstances and never speculate on cause, effect or blame involved in the accident.
- 14.21.2.4 An incident report will be completed by the employee within 24 hours describing the details of the accident and be filed with the Safety Officer.

14.22 On-the-Job Injury or Illness

14.22.1 Purpose. To establish a policy and procedure to handle on-the-job injuries or illnesses.

14.22.2 Policy

- 14.22.2.1 The City shall provide for the treatment and care of on-the-job injuries or illnesses as provided by the City Personnel Policy.
- 14.22.2.2 Any incident involving a City employee should be reported to that employee's supervisor immediately. The aid unit should be called immediately.
- 14.22.2.3 The supervisor ensures that the employee has transportation to receive minor medical care. When possible, the employee should be taken to the Medical Clinic. Major medical care should be taken to the patient's hospital of choice or one that is listed as one of the City's preferred providers.
- 14.22.2.4 Employees should be taken for medical attention as soon as possible. The employee will receive initial treatment and will be advised by the attending physician as to the need for further treatment and when to report back to work. Follow-up treatment may be referred to the employee's private physician.
- 14.22.2.5 The employee must complete all necessary forms required on all injuries requiring medical attention. The supervisor should provide additional information as needed. All forms must be submitted to the Personnel Office. The Personnel Office will notify the Safety Officer. The Safety Officer will inform the Employee's Safety Committee for follow-up, as needed. Additional reporting information should be recorded as described in the Policy on WORKER'S COMPENSATION.
- 14.22.2.6 The State requires a log of occupational injuries and illnesses to be maintained by individual facilities/departments. Information will be summarized and reported to the State on an annual basis by the Safety Secretary.

14.23 Occupational Injury and Illness Record Keeping

14.23.1 Purpose. To comply with Nevada standards for recording occupational injuries and illnesses.

14.23.2 Policy. In accordance with applicable requirements for the Nevada standards, the City will ensure the appropriate records are kept as follows:

- 14.23.2.1 Maintain a Log and Summary of Occupational Injuries and Illness on OSHA Form 200. Recordable cases include:

- (a) Every occupational death
- (b) Every occupational illness
- (c) Every occupational injury that involves:
 - (1) Unconsciousness
 - (2) Inability to perform all phases of the regular job
 - (3) Inability to work full time on a regular job
 - (4) Temporary assignments to another job
 - (5) Medical treatment OTHER THAN first aid

14.23.2.2 Keep copies of all reports generated when an employee is injured on the job.

14.23.2.3 During the month of February, post the completed Summary portion of the OSHA 200 Form for the previous year.

14.23.2.4 Maintain records for five years following the year to which they relate.

14.23.2.5 Enter each recordable injury and illness on the log as early as practicable, but no later than six working days after receiving the information that a recordable case has occurred.

14.23.2.6 In addition to the OSHA 200, a supplementary record for each occupational injury or illness (OSHA 101) will be maintained. Other reports, such as worker compensation forms, are acceptable alternatives for the OSHA 101 if they contain the information required by the OSHA 101.

14.23.2.7 Responsibility: the individual or function responsible for maintaining records and ensuring proper posting is:

- (a) Workers Compensation Assistant
- (b) City Manager or s/he designee

14.24 Safety Orientation, Accident Investigation and Reporting

14.24.1 Purpose. To provide a system for reporting and following up on accidents and/or injuries.

14.24.2 Policy

14.24.2.1 Safety orientation: all City employees are to receive a safety orientation at the beginning of each month.

14.24.2.2 Accident Reporting and Purpose: ALL ACCIDENTS, no matter how minor, shall be reported PROMPTLY to the immediate supervisor for evaluation/investigation. Since every accident includes a sequence of contributing causes, it is possible to avoid a repeat performance of the first event by recognizing and eliminating these causes. The removal of just a single cause can prevent a recurrence. The department head will investigate the circumstances of the accident using the Accident Investigation Report form. The following steps should be followed:

- (a) Go to the scene of the accident
- (b) Interview the injured person if possible
- (c) Get the facts. Don't stress blame or responsibility
- (d) Get ideas from others how to prevent a recurrence

- (e) Address general safety guidelines, personal protective equipment, and proper response for emergency procedures
- (f) Review the facts for possible unsafe conditions or unsafe practices
- (g) Submit a detailed Accident Investigation Report to the Safety Committee within 24 hours
- (h) Follow up on the Report to make sure conditions are corrected

14.24.2.3 **Medical Emergency Procedure:** 911 will be called in cases where the employee needs immediate medical attention

14.24.2.4 **Documentation Procedures:**

- (a) MINOR INJURIES- (requiring doctor/outpatient care) after the emergency actions following an accident, an investigation of the accident will be conducted by the immediate supervisor in conjunction with any witnesses to the accident to determine the causes. The findings of the investigation shall be documented by City’s incident form and reported.
 - (1) Copy to personnel
 - (2) Copy to Department Head Files
 - (3) Copy to Safety Committee Chairperson
- (b) MAJOR INJURIES-(fatality or multiple hospitalization)
 - (1) The City Manager and Department Head are to be notified immediately by the person in charge and an investigation under the direction of the Safety Officer will be conducted. In addition, the inspection party will include the Chairperson of the Safety Committee.
- (c) NEAR-MISSES-(likelihood of personal injury or property damage) to the greatest extent possible, all “near-miss” accidents shall be investigated by the Safety Committee.

14.25 Traffic Control Certification

14.25.1 Purpose. To establish a policy and procedures for Traffic Control certification.

14.25.2 Policy

14.25.2.1 All employees who, as part of their job, may be required to act as traffic control, must complete a State approved Flagging course or the equivalent prior to being assigned to traffic control.

14.25.2.2 Flaggers must wear protective garments while flagging.

14.25.2.3 Supervisor will determine which of their employees require this course and will schedule employees to attend appropriate training.

14.26 Insurance Claims

14.26.1 Purpose. To establish procedures for the handling of insurance claims against the City.

14.26.2 Policy

14.26.2.1 No employee will immediately discuss matters involving claims against the City.

14.26.2.2 All questions pertaining to claims shall be referred to the Insurance Officer.

14.26.2.3 Claims for damages presented to the City shall be referred to the Insurance Officer for filing

14.26.2.4 Responsibilities:

- (a) All City employees must notify their supervisor in the case of incidents involving potential claims within 1 day.
- (b) The Department Head must report, in writing, to the Insurance Officer within 3 days.
- (c) Items reported should include any property damage occurring during work for the City, no matter how small.
- (d) The City Manager or designee is responsible for receiving all damage claims against the City.

14.26.2.5 The Insurance Officer shall:

- (a) Ensure that any applicable provisions of State law are met, and see that all claims for damages accurately locate and describe the defect or act that caused the injury, reasonably describe the injury and state the time when it occurred, contain the itemization of damages claimed, and be verified by the claimant or a relative of the claimant, attorney or agent of the claimant.
- (b) Refer claim to carrier within 5 working days and provide informational report to the City Manager or his designee' on claim status.
- (c) Recommend action to City Manager within thirty days of receipt regarding claims which fall below deductible limits of existing policies or which are not covered under existing policies.

[END]

APPENDIX “A”



EMPLOYER PERSONNEL POLICIES

The attached document is a copy of the personnel policies for all employees of The City of West Wendover (the City). The contents of these policies do not constitute a contract of employment and should not be construed as a guarantee of continued employment with the City. Any provision of these policies that conflicts with the provisions of a collective bargaining agreement (CBA) is superseded by the provisions of that CBA for employees in the bargaining unit.

ACKNOWLEDGMENT AND RECEIPT

This is to acknowledge that I have received a copy of the City's personnel policy which was adopted [*date*]_____.

I acknowledge that I am expected to read, understand, and adhere to these policies and that I am governed by the contents of these policies unless there is a direct conflict with my collective bargaining unit's agreement, if applicable. I understand that my failure to comply with these policies may result in disciplinary action, up to and including termination. If I have questions concerning these policies, I will bring it to the attention of my supervisor, department head, or the City's administration.

I also understand the City may change, rescind, or add to any policies, benefits, or practices described in these policies from time to time and without prior notice, at the sole and absolute discretion of the City, provided such changes, rescissions and/or additions are not prohibited by law. I will be responsible to maintain these policies, inserting all updates issued. I agree I will return my copy of the City's personnel policies upon termination of employment with The City of West Wendover.

Employee's Signature

Employee's Name (Printed)

Date

HR Representative Initials

APPENDIX “B”



AMERICANS WITH DISABILITIES ACT (ADA) REASONABLE ACCOMMODATION CHECKLIST

- Ask the employee if there is any way that the employer can assist the employee in the performance of the job tasks. No ADA acknowledgment is necessary at this point.
- Determine whether there is medical documentation or other reliable, objective information to conclude that the employee has a physical or mental condition that significantly impairs at least one major life function.
- Unless there is an *observable basis* for concluding that the employee has an impairment that is affecting job performance, do not inquire about the need for an accommodation.
- Have the employee sign a medical release form before requesting medical information.
- Have the medical provider indicate what major life activity(ies) is limited.
- Inform the employee and the health care provider verbally or in writing not to obtain or provide genetic information to the employer that may be acquired through the course of any medical exam.
- Keep all medical information in a file that is separate from the employee's personnel file.
- Indicate accurately in the job description which of the job functions are essential. (Non-essential job tasks may be reassigned to other employees for purposes of accommodations, not essential job functions). Write an updated job description, if necessary.
- Determine whether the accommodation creates an undue hardship for the employer.
- Discuss possible accommodations with the employee, medical providers, the supervisors who have knowledge of the work site and the job, EAP, and vocational or rehabilitation counselor, as appropriate.
- Consider union contract obligations regarding the filling of positions. Consider a waiver if necessary.
- Determine whether the employee presently creates a "direct threat" to himself or others in the performance of the job tasks.
- Document the direct threat by: Identifying the risk caused by the limitation; the potential harm that could result; the medical or observable facts whereon the risk is based.
- Identify and document the reasonable accommodation or the reason no accommodation is needed.



AMERICANS WITH DISABILITIES ACT (ADA) EMPLOYEE REQUEST FOR ACCOMMODATION

Employee Name: _____

Position Title: _____

Manager Name: _____

Employee - Once you have completed this section, please give this document to your manager or Human Resources department.

Note: Under Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA), acquiring genetic information concerning an employee or the employee's family members is prohibited. As a result, this notice is being provided to ask that you do not provide any genetic information when responding to this request for medical information. Genetic information may include family medical history and/or results of a genetic test for you or your family.

Identify your condition(s) and indicate how you believe each condition affects your ability to perform your job duties:

State the accommodation(s) you are requesting and any alternatives.



AMERICANS WITH DISABILITIES ACT (ADA) REASONABLE ACCOMMODATION REQUEST

Documentation in Support of Request: Employee Release

I hereby authorize _____ to provide the medical information requested by my employer. The information will be used to evaluate my request for reasonable accommodation under the Americans with Disabilities Act.

Employee's Signature

Employee's Name (Printed)

Telephone Number

Date

Note: Under Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA), acquiring genetic information concerning an employee or the employee's family members is prohibited. As a result, this notice is being provided to ask that you do not provide any genetic information when responding to this request for medical information. Genetic information may include family medical history and/or results of a genetic test for employee or their family.



AMERICANS WITH DISABILITIES ACT (ADA) REASONABLE ACCOMMODATION REQUEST

Documentation in Support of Request: Health Care Provider Information

Note: Under Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA), acquiring genetic information concerning an employee or the employee's family members is prohibited. As a result, this notice is being provided to ask that you do not provide any genetic information when responding to this request for medical information. Genetic information may include family medical history and/or results of a genetic test for employee or their family.

Attached to this form is the current description of the essential functions of the position occupied by _____ (Employee Name), including the physical and mental demands of the job. Please answer the following questions regarding the employee's condition as it relates to the essential functions and possible accommodations. The employee's signed release is also attached.

1. Does the employee have a disability that substantially limits a major life activity? If so, describe the disability and the limitations.

Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, concentrating, thinking, communicating, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

The determination of whether an impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures other than normal eyeglasses and contact lenses.

2. Does the disability affect the employee's ability to perform any one of the essential functions of the position? Yes No



If yes, please describe the impact on the person's ability to perform specific functions. Describe the effects of any mitigating measures used.

3. Are there any accommodations that in your opinion would allow the employee to perform the essential functions of the job? If so, describe those accommodations.

4. If the employee cannot perform the essential functions of this position with or without an accommodation, what type of work, if any, can the employee perform with or without an accommodation? Please be specific.

5. Is the need for accommodation likely to be temporary or permanent? If temporary, how long do you estimate the need for accommodation will exist?

Provider Name (Print)

Professional License or Specialty

Signature

Date



AMERICANS WITH DISABILITIES ACT (ADA) ACCOMMODATION APPROVAL LETTER

[Date]

[Name]
[Mailing Address]
[City, State ZIP Code]

Dear _____:

This is in response to your request for an accommodation to perform the essential functions required by your position of **[position title]**. The health care provider's response received by us on **[date]** indicates that you currently have the following work restrictions: **[list restrictions]**. We met with you to discuss possible accommodations needed because of these restrictions on **[date]**.

We have approved the following accommodation(s): **[list accommodation(s)]**. This accommodation is considered the most effective given your essential job functions and our operational necessities. This accommodation will be implemented effective **[date]** and expire **[date]**. During this period, you must comply with the restrictions. Failure to follow the restrictions can lead to disciplinary action, up to and including termination.

A medical certification from your physician will be required prior to **[effective through date listed above]** so that your restrictions at that time, if any, and the needs of the **City of West Wendover** can be reevaluated.

Your records will be maintained in accordance with applicable confidentiality requirements. Please contact me if you have any questions.

Sincerely,

Attachment(s) *[if applicable]*

cc: *[if applicable]*



AMERICANS WITH DISABILITIES ACT (ADA) ACCOMMODATION DENIAL LETTER

[Date]

[Name]
[Mailing Address]
[City, State ZIP Code]

Dear _____:

This is in response to your request for an accommodation to perform the essential functions of your position. The health care provider's note that you furnished us on **[date]** stated that you have the following restrictions: **[list restrictions]**. We met with you and discussed possible accommodations needed because of the limitations on **[date]**.

The essential functions of a **[employee's job title]** require the employee to **[list relevant essential job functions]**. After a careful review of your request, we have determined that we are unable to provide you with a reasonable accommodation at this time because of **[reason]**.

Since we are unable to accommodate you reasonably in your current job, we will notify you of position vacancies. We will attempt to accommodate you by transferring you to a vacant position for which you are qualified.

Your records will be maintained in accordance with applicable confidentiality requirements. Please don't hesitate to contact me at **[phone number]** if you have questions.

Sincerely,

Attachment(s) *[if applicable]*

cc: *[if applicable]*



DOCUMENTATION FOR REASONABLE SUSPICION DRUG/ALCOHOL TESTING

Employee Name _____
Observation Date _____
Time (From _____ a.m./p.m. To _____ a.m./p.m.)
Location _____

This checklist is to be completed when an incident has occurred which provides reasonable suspicion that an employee may have or has violated the Drug- and Alcohol-Free Workplace policy. You should note all pertinent behavior and physical signs or symptoms which lead you to reasonably believe that the employee has engaged in such prohibited conduct.

REASONABLE SUSPICION DETERMINED FOR ALCOHOL DRUGS

A. Nature of Incident/Cause for Suspicion

- 1. Observed/reported possession or use of a prohibited substance (including a complaint)
- 2. Apparent drug or alcohol use
- 3. Observed abnormal or erratic behavior
- 4. Arrest or conviction for drug-related and/or driving while intoxicated offense
- 5. Evidence of tampering on a previous drug and/or alcohol test
- 6. Other (*e.g.*, flagrant violation of safety rules or serious misconduct, accident or “near miss,” fighting or argumentative/abusive language, refusal to follow supervisor’s instructions, unauthorized absence on the job) (Please specify.)

B. Behavioral Indicators Noted

- 1. Verbal abusiveness
- 2. Physical abusiveness
- 3. Extreme aggressiveness or agitation
- 4. Withdrawal, depression, tearfulness, unresponsiveness, or lethargy
- 5. Inappropriate verbal response to questioning or instructions
- 6. Irritability
- 7. Mood swings



- 8. Other erratic or inappropriate behavior (e.g., hallucinations, disorientation, excessive euphoria, talkativeness, confusion). (Please specify.)

C. Physical Signs or Symptoms

- 1. Possessing, dispensing, or using prohibited substance
- 2. Slurred or incoherent speech
- 3. Unsteady gait or other loss of physical control, poor coordination
- 4. Dilated or constricted pupils or unusual eye movement
- 5. Bloodshot or watery eyes
- 6. Extreme fatigue or sleeping on the job
- 7. Excessive sweating or clamminess of skin
- 8. Flushed or very pale face
- 9. Highly excited or nervous
- 10. Nausea or vomiting
- 11. Odor of alcohol
- 12. Odor of marijuana
- 13. Disheveled appearance or out of uniform
- 14. Dry mouth (frequent swallowing/lip wetting)
- 15. Dizziness or fainting
- 16. Shaking hands or body tremors/twitching
- 17. Breathing irregularity or difficulty breathing
- 18. Runny nose or sores around nostrils
- 19. Inappropriate wearing of sunglasses or long-sleeved shirts
- 20. Puncture marks or “tracks”
- 21. Other observed actions or behavior (State below objective evidence supporting reasonable suspicion that the employee may have or has violated the Drug- and Alcohol-Free Workplace policy. Physical evidence should be retained and stored.)
- 22. Indications of the chronic and withdrawal effects of drugs and alcohol. (Describe below.)

Supervisor/Manager

Title

Signature

Date

Time



DRUG/ALCOHOL TEST INFORMED CONSENT: CURRENT EMPLOYEES

I, _____ [employee name], pursuant to a request by my department director and as a condition of employment with The City of West Wendover, hereby give my consent to this request to perform a comprehensive test to determine the absence or presence of **alcohol and/or drugs (Employer: circle one or both)** pursuant to the City of West Wendover's policy on a Drug- and Alcohol-Free Workplace. I give my consent to release the results of the test(s) and other related medical information to individuals within The City of West Wendover who have a need-to-know of the drug and alcohol testing results and to the use of all such reports or other medical information by the City of West Wendover in its assessment of my employment application and/or employment status.

I understand that:

The department director and/or a medical review officer may request proof that I am taking a controlled substance as directed pursuant to a lawful prescription issued in my name. If requested, I must provide such proof within 72 hours.

The City of West Wendover will pay the cost of all required drug and/or alcohol tests.

I will be notified of a positive test result in writing. The letter of notification will identify the particular substance found and its concentration level.

I have the right to request a retest of the initial specimen at a licensed laboratory of my choice, at my own expense, if I have a positive test for drugs or alcohol. The results of the retest must be forwarded to me by the department director.

A positive test for illegal drugs or alcohol, or my refusal to authorize the test(s) by signing this form, take the specified test(s), or produce a specimen, may result in the referral to an Employee Assistance Program and/or disciplinary action, up to and including termination.

Check One:

- I consent to a drug and/or alcohol test
- I do not consent to a drug and/or alcohol test

Applicant/Employee Signature

Date

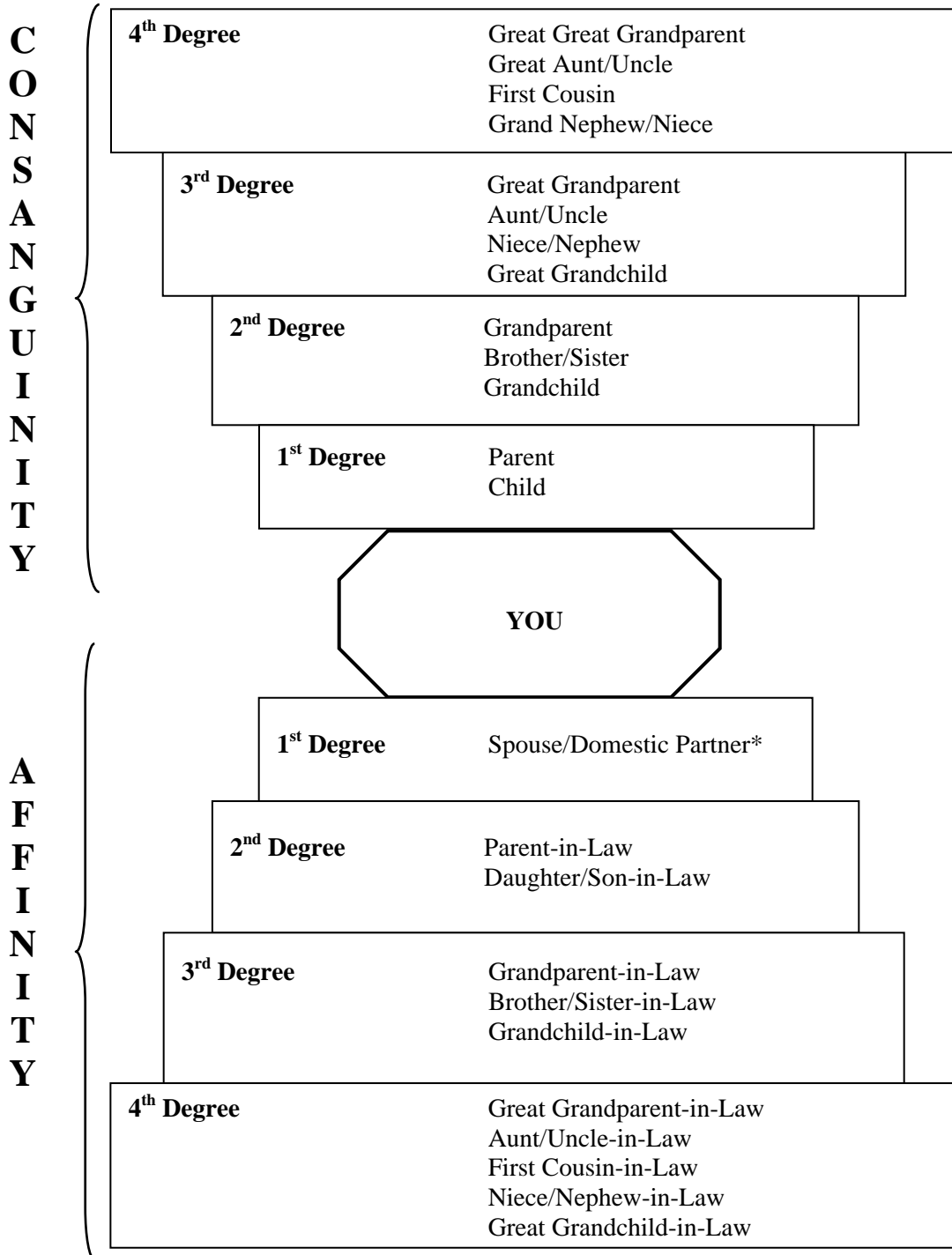
Witness Printed Name

Witness Signature

Date

EMPLOYER: If applicable, attach documentation for reasonable suspicion drug/alcohol testing.
Note: Under Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA), acquiring genetic information concerning an employee or the employee's family members is prohibited. As a result, this notice is being provided to ask that you do not provide any genetic information when responding to this request for medical information. Genetic information may include family medical history and/or results of a genetic test for you or your family.

NEVADA CONSANGUINITY/AFFINITY CHART



Note: Step relationships (step-brother, step-father, etc.) are considered to be the same as blood relationships.

*Registered Domestic Partnership with the Secretary of State.



NOTICE

DESIGNATION OF EQUAL EMPLOYMENT OPPORTUNITY OFFICER

Responsibility for enforcement of The City of West Wendover's fair employment practices and illegal harassment policies rests with City Manager who is designated as the City of West Wendover's Equal Employment Opportunity Officer.

Any employee or applicant who believes s/he is being discriminated against, harassed, or believes s/he has witnessed another employee being discriminated against or harassed, should immediately notify the Equal Employment Opportunity Officer. If the Equal Employment Opportunity Officer is the person being complained about, then the employee should notify his/her designee.

No employee or applicant will be retaliated against in any way for reporting in good faith a complaint of discrimination or harassment.

Copies of The City of West Wendover's policies on fair employment practices and unlawful harassment are available from the Equal Employment Opportunity Officer.

The Equal Employment Opportunity Officer can be contacted by:

Telephone: 775-664-3081

In Office Fax: 775-664-3991

Email: cmelville@westwendovercity.com



**REQUEST FOR HEARING UNDER THE PROVISIONS OF NRS 281.645
and *Employers* ORDINANCE NO. 2010-07
("WHISTLEBLOWER LAW")**

In accordance with Ordinance No. 2010-07, this form is provided in filing your appeal with the Hearings Officer. Ordinance No. 2010-07 provides that "The hearing officer may reject a form that is incomplete or otherwise deficient as insufficient to commence the appeal."

Name of Appellant (*please print*) _____

Mailing Address _____
City State Zip

AT THE TIME OF THE RETALIATORY ACTION DESCRIBED BELOW IN PARAGRAPH 4.
I AM/WAS EMPLOYED WITH THE EMPLOYER AS FOLLOWS:

Job Title: _____

Work Phone: _____

Department: _____ Division: _____

1. Describe the specific factual allegations of improper governmental conduct including the date of any such alleged occurrence; the officer or employee alleged to have engaged in such improper governmental action -- either by act of commission or omission -- and the basis or legal theory upon which it is alleged that said conduct constitutes an improper governmental action.

2. Describe the specific factual allegations as to when, to whom, and how the alleged improper governmental conduct was disclosed.

3. Describe the specific factual allegations as to when, by whom, and how the institution and/or individual alleged to have committed a reprisal or retaliation due to the disclosure learned of the disclosure activity of the petitioner-employee including any inferences drawn in connection therewith.

4. Describe the specific factual allegations as to when, by whom, and what reprisal or retaliation resulted from their alleged disclosure of the alleged improper governmental action.

APPELLANT'S SIGNATURE

DATE

Upon completion, return to the human resources director (or designated individual). Retain a copy for your records.

NRS 281.641 Reprisal or retaliatory action against state officer or employee who discloses improper governmental action: Written appeal; hearing; order; negative ruling may not be based on identity of persons to whom disclosure was made; rules of procedure.

1. If any reprisal or retaliatory action is taken against a state officer or employee who discloses information concerning improper governmental action within 2 years after the information is disclosed, the state officer or employee may file a written appeal with a hearing officer of the Department of Personnel for a determination of whether the action taken was a reprisal or retaliatory action. The written appeal must be accompanied by a statement that sets forth with particularity:

- (a) The facts and circumstances under which the disclosure of improper governmental action was made; and
- (b) The reprisal or retaliatory action that is alleged to have been taken against the state office or employee.

The hearing must be conducted in accordance with the procedures set forth in NRS 284.390 to 284.405, inclusive, and the procedures adopted by the Personnel Commission pursuant to subsection 4.

2. If the hearing officer determines that the action taken was a reprisal or retaliatory action, he may issue an order directing the proper person to desist and refrain from engaging in such action. The hearing officer shall file a copy of his decision with the Governor or any other elected state officer who is responsible for the actions of that person.

3. The hearing officer may not rule against the state officer or employee based on the person or persons to whom the improper governmental action was disclosed.

4. The Personnel Commission may adopt rules of procedure for conducting a hearing pursuant to this section that are not inconsistent with the procedures set forth in NRS 284.390 to 284.405, inclusive.

(Added to NRS by 1991, 1993, A 1995, 347; 2001, 3050)



SUGGESTED STEPS FOR REASONABLE SUSPICION DRUG/ALCOHOL TESTING

1. Keep the situation confidential.
2. Carefully review the City of West Wendover policy on drug and alcohol testing and all applicable forms.
3. If practical, without endangering the safety of the employee and others, or unduly delaying your response, consult with your human resources specialist or legal counsel about the actions you will be taking.
4. Have a witness present whenever possible throughout the process.
5. Check the requirements of any applicable collective bargaining agreement regarding Union representation.
6. Complete the City of West Wendover Documentation for Reasonable Suspicion Drug/Alcohol Testing form.
7. Meet with the employee to inform him/her of the grounds for which you are requiring that s/he take a drug and/or alcohol test to rule out use as a cause for behavior.
8. Request that the employee complete the Drug/Alcohol Test Informed Consent form.
 - a. If the employee signs the consent form, arrange for his/her transportation to the testing site and for transportation to his/her home after the test.
 - b. If the employee refuses to sign the consent form, document the refusal and arrange to have the employee transported to his/her home.
9. If the employee refuses to be tested, inform him/her that s/he may be disciplined, up to and including termination.
10. If the test is positive, take the following actions.
 - a. Inform the employee in writing.
 - b. Determine what disciplinary action to take.
 - c. If the employee was not terminated, refer him/her for evaluation by a substance abuse counselor and rehabilitation, as appropriate.
11. If test is negative.
 - a. Thank the employee for complying and restate purpose was to rule out use and cause for behavior.
 - b. Continue to monitor behavior that prompted testing.

Note: Time is of the essence. If you have reasonable suspicion, proceed immediately by completing the Documentation for Reasonable Suspicion Drug/Alcohol Testing form and proceed with the testing process.

APPENDIX “C”



ADVERSE ACTION NOTICE

[Date]

[Name]

[Mailing Address]

[City, State ZIP Code]

Dear [*Applicant or Employee*]:

Thank you for your recent [*application for employment or current employment*]. We carefully considered your application, and we regret that we are unable to offer you employment at this time.

The reasons for our decision were based in part on information obtained from the consumer reporting agency identified below. The agency listed did not make the decision to take adverse action and is unable to provide the consumer with specific reasons why adverse action was taken.

[*Consumer Reporting Agency*]

[*Consumer Reporting Agency's address*]

[*Consumer Reporting Agency's city and state*]

[*Consumer Reporting Agency's telephone and fax*]

Under the Fair Credit Reporting Act, you may learn the information that is in your report by contacting the above consumer reporting agency. If you act within 60 days of receiving this notice, the agency must disclose this information to you free of charge. You also have the right to dispute the accuracy and completeness of any information in the report.

Sincerely,

Enc: Investigative Consumer Report
A Summary of Your Rights under the Fair Credit Reporting Act



A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The Federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every “consumer reporting agency” (CRA). Most CRAs are credit bureaus that gather and sell information about you – such as if you pay your bills on time or have filed bankruptcy – to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission’s website (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you – such as denying an application for credit, insurance, or employment – must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- **You can find out what is in your file.** At your request, a CRA must give the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every 12 months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight (8) dollars. As part of the Federal Fair and Accurate Credit Transactions (FACT) Act, every U.S. resident is eligible to receive one free personal credit report every 12 months from each of the nationwide credit reporting companies. To learn more, please visit the FACT Act Central Site located at: <http://www.annualcreditreport.com>.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs – to which it has provided the data – of any error.) The CRA must give you a written report of the investigation and a copy of your report if the investigation results in any change. If the CRA’s investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address, and phone number of the information source.

- **You can dispute inaccurate items with the source of the information.** If you tell anyone – such as a creditor who reports to a CRA – that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you’ve notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA – usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA.

FOR QUESTIONS OR CONCERNS REGARDING:	PLEASE CONTACT:
CRAs, creditors and others not listed below	Federal Trade Commission Consumer Response Center – FCRA Washington, DC 20580 * 202-326-3761
National banks, federal branches/agencies of foreign banks (word “National” or initials “N.A.” appear in or after bank’s name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 * 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 * 202-452-3693
Savings associations and federally-chartered savings banks (word “Federal” or initials “F.S.B.” appear in federal institution’s name)	Office of Thrift Supervision Consumer Programs Washington, DC 20552 * 800-842-6929
Federal credit unions (words “Federal Credit Union” appear in institution’s name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 * 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 * 800-934-FDIC (3342)
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate	Department of Transportation Office of Financial Management

Commerce Commission	Washington, DC 20590 * 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator – GIPSA Washington, DC 20250 * 202-720-7051



AUTHORIZATION TO CONDUCT EMPLOYMENT INVESTIGATIONS

I, _____ (print name), authorize **The City of West Wendover** to contact any employer or individual to obtain from them any relevant information regarding my previous employment, military service, criminal history, characteristics or traits, or other qualifications for employment and/or continued employment with **The City of West Wendover**. In addition, I authorize **The City of West Wendover** to conduct a background search which includes criminal history and military history. If the position for which I am applying requires driving a vehicle, I authorize **The City of West Wendover** to conduct a DMV search. I further authorize **The City of West Wendover** to contact any institution and/or licensing authority for job-related information regarding education, licenses, and/or certificates which I may currently hold or may have held in the past.

In exchange for **The City of West Wendover's** consideration of my employment application and/or my continued employment with **The City of West Wendover**, if any, I authorize anyone possessing this information to furnish it to **The City of West Wendover** upon request, and I release the individual company or institution and all individuals providing the information or acquiring the information, including **The City of West Wendover**, from all claims, liability, and damages whatsoever in furnishing, obtaining, or using said information including, but not limited to, claims for defamation, libel, slander, infliction of emotional distress, and interference with current or prospective economic relations.

I further understand this consent will apply during the course of my employment with **The City of West Wendover**, should I obtain such employment. I understand and agree this consent shall remain in effect indefinitely.

Name (printed) _____

List any other names you have used _____

Driver's License Number _____ State _____ Expiration Date _____

Signature

Date



CITY OF WEST WENDOVER
INTERVIEW PANEL INSTRUCTIONS
(EXAMPLE ONLY)

(Interview forms are adjusted and specific to each individual Job Classification)

Dear Interview Panel Member:

The score sheets and questions are attached together.

- 1) Score the applicant on page 2 and page 3 during or directly after the interview
- 2) Circle a suggested wage amount on the wage scale at the bottom of page 2
- 3) Print your name, sign and date the cover sheet at the bottom
- 4) Place your initials as indicated in the bottom left corner on all pages

As an Interview Panel Member you are asked to stay within the guidelines of interview practices. As such, do not ask any questions in relation to the applicant's age, disability, race, sex, sexual orientation, marital status or religion or other inquiries, which tend to directly or indirectly disclose such information which are prohibited.

To provide a fair evaluation to all applicants, each applicant needs to be asked the same questions so do not deviate from the established format. Adding additional comments to an indicated question(s) if relevant is permissible as long as all applicants are asked the same.

Included separately with this material is the job description and job advertisement for your reference.

The applicants final "total" scoring will be completed by the Personnel Department and will include the results of the practical test if applicable and suggested wage step and rate.

Thank you for participating as an Interview Panel Member.

Sincerely,

Chris J. Melville, C.A.E.
City Manager/
Director Community Development

FOR COMPLETION BY INTERVIEWER

NAME OF INTERVIEWER: _____

INTERVIEWER SIGNATURE: _____

DATE: ____/____/____

INTERVIEWER INITIALS: _____

**FOR COMPLETION BY
PERSONNEL DEPARTMENT ONLY**

RATING CRITERIA SCORE:
(Page 2, maximum 32 points) _____

INTERVIEW SCORE:
(Page 3, maximum 60 points) _____

SELECTION FOR INTERVIEW: 11

IN-HOUSE APPLICANT: 0

PRACTICAL TEST RESULTS:
(Addendum, maximum 42 points) 0

TOTAL APPLICANT SCORE:
(Maximum of 150 points) _____

SUGGESTED PAY STEP: # _____ RATE: \$ _____

“RATING CRITERIA SCORE SHEET” FOR PUBLIC SAFETY DISPATCHER

- 1. Each candidate starts with **11** points. Candidates who are potential transfer employees currently employed by the City for at least a one-year period receive **5** points in additional credit.
- 2. Failure to have achieved the minimum rating factors in any category results in candidate receiving a 0 for that factor.

3. **EDUCATION:**

YOUR SCORE

Any combination education/experience providing the skill and knowledge i.e. H.S.

Diploma + 4 points _____

Secondary Education (college) or Certification Training with coursework related to communications or emergency services or related field..... + 4 points _____

College Degree (Associates/Bachelors) and or Vocational Certification in communications and or emergency services or a related field..... + 4 points _____

EXPERIENCE:

At least 1 year progressively responsible in communications or emergency services + 3 points _____

At least 1 year working in public sector (govt.) communications/emergency serv.. + 3 points _____

Any work related to communications or emergency services or related field..... + 4 points _____

CERTIFICATION/LICENSING:

Public Safety Dispatcher, Communications Operations or related certification/licensing. . . + 4 points _____

WRITTEN COMMUNICATION:

Résumé and application were of acceptable written quality (no spelling/grammar errors).. . + 1 point _____

Résumé and application were of above average written quality + 2 points _____

Overall Résumé and application rating + 3 points _____

TOTAL (Maximum of 32): _____

SUGGEST A PAY RATE BY CIRCLING THE APPROPRIATE STEP BELOW FOR APPLICANT (up to step 5):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
\$23,774.40	\$24,991.20	\$26,208.00	\$27,574.56	\$28,903.68	\$30,382.56	\$31,880.16	\$33,452.64	\$35,137.44	\$36,915.84	\$38,750.40	\$40,697.28
\$11.43	\$12.02	\$12.60	\$13.26	\$13.89	\$14.61	\$15.33	\$16.08	\$16.89	\$17.75	\$18.63	\$19.56

INTERVIEW PANEL "QUESTIONS" FOR PUBLIC SAFETY DISPATCHER

RANKING (Circle)				
1	2	3	4	5
LOW				HIGH

- ◆ Can you tell me what type of experience/background or previous responsibilities you have had relative to the position of public safety dispatcher? 1 2 3 4 5
- ◆ Given the job requirements, what qualities do you have that would make you effective in the roll of a public safety dispatcher? 1 2 3 4 5
- ◆ Why do you believe it is important for a dispatcher to monitor radio traffic and telephone calls? 1 2 3 4 5
- ◆ Do you believe dispatch information should be kept confidential? If so, explain why? 1 2 3 4 5
- ◆ Dispatching is inherently a stressful occupation; what do you do to deal with stress? 1 2 3 4 5
- ◆ You're working alone at 3 a.m. when you answer a 911 call reporting a heart attack. At the same moment, an officer asks for help on the radio. What actions do you take, and in what order? 1 2 3 4 5
- ◆ While working you receive a call from a citizen. They are distraught, upset, and curse your gender, your race, and your mother's background. How would you handle that call? 1 2 3 4 5
- ◆ If selected for the position, how soon would you be able to begin work and if so how long would you plan on remaining on the job? 1 2 3 4 5
- ◆ Are you currently seeking any other employment? 1 2 3 4 5
- ◆ The Dispatch Center operates 24 hours/day, 7 days a week; are you able to work a variety of shifts and days off, and occasional unscheduled, ordered overtime? Have you had previous employment that required such work schedules, please describe? 1 2 3 4 5
- ◆ In the structure of City Management, there are a variety of ages and genders you may be required to answer to. Have you had previous experience in relation to this type of work environment? Please explain. 1 2 3 4 5
- ◆ Assume that every day for a week, you receive a call from the same elderly drunken citizen reporting a person in his home stealing his property. Each time you dispatch officers to the scene, and each time they find no problem. On this date, it is unusually busy, and you again send officers, who again find no problem. Two hours later, the citizen calls again reporting the same problem. What would you do? 1 2 3 4 5

TOTAL (Maximum of 60): _____

OPEN RECRUITMENT
CITY OF WEST WENDOVER, NEVADA
POLICE DEPARTMENT – DISPATCHER

The City may close this open recruitment at any time adequate applications are received.

Under general and direct supervision of the TAC (Lead Dispatcher), Police Lieutenant and Chief of Police. Performs technical duties in responding to calls, requesting public safety assistance and in dispatching appropriate aid. Operates appropriate equipment in relation to dispatching including the operation of the Nevada CJIS Computers System, assignment of case numbers, maintenance of the recorder system, maintenance of dispatch logs, monitors security for the Police Department and other related functions.

SALARY RANGE: \$11.43 to \$19.56/Hour

Full job descriptions and applications are available:

In Person

West Wendover City Offices, 801 Alpine Street, West Wendover, Nevada 89883

By U.S. Mail

Send a business size self addressed stamped envelope to the City of West Wendover
Attn: Personnel Office – Job Opening, P.O. Box 2825, West Wendover, Nevada 89883

Via Facsimile

Contact the West Wendover City Offices (775) 664-3081

Website

View Jobs at: www.westwendovercity.com

Completed applications must be received by the West Wendover City Office, 801 Alpine Street, West Wendover, Nevada 89883. Faxed applications for this position will be accepted but not in lieu of original (775) 664-3720. The City may close this open recruitment at any time adequate applications are received.

The City of West Wendover offers a full range of benefits including but not limited to: Accrued vacation (15 days per year initial) and sick leave (10 days per year initial); paid employee medical insurance including vision and dental; \$15,000 life insurance; 11 paid holidays per year; longevity pay; merit pay and participation in Nevada Public Employees Retirement System (PERS).

The City of West Wendover is an Equal Opportunity Employer
This is a non-exempt position under FLSA

CITY OF WEST WENDOVER – POLICE DEPARTMENT
JOB CLASSIFICATION

PUBLIC SAFETY DISPATCHER

STARTING SALARY:
\$11.43 to \$13.89/Hr, D.O.Q.
SALARY RANGE: \$11.43 to \$19.56/Hr

POSITION DESCRIPTION

Under general and direct supervision of the Lead Dispatcher and the Chief of Police, performs the full range of operational duties required in dispatching public safety personnel and equipment. Responsible for receiving routine and emergency calls and transmitted messages via radio, 9-1-1 emergency phone lines and data terminals. Is responsible for appropriate dispatching of public safety personnel in regards to information received and the dissemination of such information to appropriate personnel.

EXEMPLARY DUTIES/RESPONSIBILITIES

Performs technical communication work including: Transmitting and receiving messages via public safety radios, 9-1-1 emergency telephone lines, data terminals and other communications equipment. Monitors and maintains status of assigned public safety personnel and equipment; may initiate actions to ensure adequate area-wide protection. Analyzes situations accurately and takes effective action to help assure field safety. Receives reports of situations, which may result or have resulted in various types of emergencies and coordinates the dispatching of emergency vehicles and public safety personnel. Reads and utilizes computer codes, formats and displays. Inquires, interprets, verifies, receives and disseminates information from national, state and local law enforcement computer networks. Maintains records and prepares reports of calls received and actions taken as necessary.

QUALIFICATIONS

Education/Experience. Any combination of education and experience providing the required skill and knowledge for successful performance would be qualifying. Typical qualifications would be equivalent to:

1. High School Diploma.
2. Two (2) years' of progressively responsible work in a communications (emergency or non-emergency) environment including operation of communication equipment, protocols and appropriate policies and procedures related to such operation.

Knowledge. Operation of computer systems and/or public safety computer systems, video display terminals, radio dispatching equipment and consoles, 9-1-1 telephone systems and/or other associated public safety communication equipment. Knowledge of community roads, streets, highways, area geography, major structures and public facilities within the city.

Skill. Ability to successfully process information, effectively use computer systems and telecommunications equipment, interpret and apply rules, regulations and policies and procedures of an organization. Ability to prepare clear, concise and understandable written documents. Read, write, and speak in a clear, concise and legible manner including use of appropriate grammar. The ability to coordinate multiple tasks and events simultaneously including the ability to respond to such tasks and events. Ability to read and interpret written instruction and map documents. Establish and maintain effective working relationships with coworkers, supervisors other agency personnel and the public. Ability to accomplish tasks in a controlled and effective manner while working under stress. Ability to learn from and understand techniques and methods used in a public safety communications environment. Bi-lingual ability is preferred but is not a requirement.

Note. This job specification should not be construed to imply that these requirements are the exclusive standards of the position. Incumbents will follow any other instructions and perform any other related duties as may be required by their supervisor.

The incumbent must possess a valid drivers license or be able to acquire such license within the probationary period, and may be subject to an annual driving record review in addition to an appropriate background investigation and drug/alcohol testing per the West Wendover Employee Personnel Manual.

This position will require the ability to work weekends, rotating shifts, holidays and/or overtime as well as responding to call outs (day or night) as required.

CONTROLS OVER THE POSITION

This position is under the direct supervision of the Lead Public Safety Dispatcher, who will provide general and specific guidelines and objectives to be used in executing the duties of the position.

PERFORMANCE AND EVALUATION

The employee will be evaluated on quantity and quality of work and the manner in which personal characteristics are brought to bear on that work. Performance evaluations will be performed as specified by the West Wendover Employee Personnel Manual.

The City of West Wendover is an Equal Opportunity Employer
This is a non-exempt position under FLSA.

INTERVIEWER INITIALS: _____



DISCLOSURE TO EMPLOYEE OR APPLICANT OF REQUEST FOR THIRD PARTY INVESTIGATIVE REPORT

[Name]
[Mailing Address]
[City, State ZIP Code]

Dear [*Applicant or Employee*]:

In connection with your [*application for employment or current employment*], we recently requested an investigative consumer report concerning you. This report will contain information bearing on your [*insert applicable categories: personal characteristics, mode of living, character, or general reputation*]. The information contained in the report will be gathered through personal interviews with your [*friends, neighbors, business associates, former employers, supervisors, subordinates, coworkers, and others*] who may have knowledge regarding this information.

If you would like further information concerning the nature and scope of this report, please address a written request to:

[*Contact person's name*]
[*Employer's name*]
[*Contact person's address*]
[*Contact person's city and state*]

Also enclosed with this letter is a summary of your rights under the Fair Credit Reporting Act in a form prescribed by the Federal Trade Commission.

Sincerely,

Enc: A Summary of Your Rights under the Fair Credit Reporting Act



**CITY OF WEST WENDOVER
HUMAN RESOURCES
NEW HIRE
REVIEW AND CHECKLIST**

PRE-EMPLOYMENT

- | | Employee
Initial | Interviewer
Initial | |
|----|---------------------|------------------------|---|
| 1. | ___ | ___ | PRE-EMPLOYMENT DRUG/ALCOHOL |
| 2. | ___ | ___ | PRE-EMPLOYMENT PHYSICAL |
| 3. | ___ | ___ | BREATHING AIR APPARATUS TESTING |
| 4. | ___ | ___ | HEPATITUS NOTIFICATION AND SERIES SHOTS (if required) |
| 5. | ___ | ___ | BACKGROUND CHECK/INVESTIGATION |

HIRING

- | | | | |
|-----|-----|-----|---|
| 6. | ___ | ___ | W-4 FORM |
| 7. | ___ | ___ | I-9 |
| 8. | ___ | ___ | EMPLOYEMENT APPLICATION/JOB DESCRIPTION |
| 9. | ___ | ___ | RATE OF PAY |
| 10. | ___ | ___ | 90-DAY EVALUATION |
| 11. | ___ | ___ | RETIREMENT APPLICATION |

EMPLOYEE DUTIES/RESPONSIBILITIES

- | | | | |
|-----|-----|-----|--|
| 12. | ___ | ___ | ALCOHOL AND DRUG TESTING CONTINUANCE |
| 13. | ___ | ___ | EMPLOYEE PERSONNEL MANUAL |
| 14. | ___ | ___ | SAFETY MEETING SCHEDULE |
| 15. | ___ | ___ | EMPLOYEE OVERTIME/CALL-OUT AND LEAVE REQUEST FORMS |
| 16. | ___ | ___ | EMPLOYEE TIME CARDS AND SUBMITTAL OF TIME CARDS |
| 17. | ___ | ___ | FEMA/IS-00700 NIMS CERTIFICATION |

EMPLOYEE BENEFITS

- | | | | |
|-----|-----|-----|--|
| 18. | ___ | ___ | LISTING OF PAID HOLIDAYS |
| 19. | ___ | ___ | LIFE INSURANCE |
| 20. | ___ | ___ | SUMMARY PLAN DESCRIPTION (Medical Plan) |
| 21. | ___ | ___ | MEDICAL INSURANCE ENROLLMENT FORM |
| 22. | ___ | ___ | SECTION 125 HANDOUT (Sexual Harassment/Chain of Command) |
| 23. | ___ | ___ | MEDICAL PROVIDER & FACILITY BOOKLET (Medical Booklet) |
| 24. | ___ | ___ | EMPLOYEE ASSISTANCE PROGRAM INFORMATION |
| 25. | ___ | ___ | 457 DEFERRED COMPENSATION |

- 26. _____ DIRECT DEPOSIT FORM
- 27. _____ LEAVE POLICY – 18-MONTH DEADLINE
- 28. _____ EMPLOYEE OPTIONAL COVERAGES – (ADDITIONAL LIFE, CRITICAL CARE, INTENSIVE CARE, CANCER, ACCIDENT, LONG TERM DISABILITY)

OTHER

- 29. _____ EMPLOYEE I.D. CARD FORM
- 30. _____ CONFIDENTIALITY AGREEMENT
- 31. _____ LIABILITY RELEASE (interns under age 18)
- 32. _____ DRESS CODE (interns)
- 33. _____ EXERCISE ROOM RELEASE

I, _____ certify that I have received and have been informed of the above information
(Employee Name – Print or Type)
 upon my employment with the City of West Wendover and that I will abide by the rules and policies set forth herein, recognizing their importance in relation to my employment.

Employee Signature

Date

I, Claude Fratto _____ certify that I have provided to and reviewed with the above named employee, the
(Interviewer Name – Print or Type)
 information listed and included herein and attached hereto.

Interviewer Signature

Date



(SAMPLE) FORMAL JOB OFFER LETTER

[Date]

[Name]

[Mailing Address]

[City, State ZIP Code]

Dear _____:

Based on your interview, discussions with staff, and successful completion of required pre-employment checks and exams, I am pleased to offer you a position as [*job title*] at The City of West Wendover. In this capacity, you will be working for [*supervisor's name*] in the [*department's name*] at a starting salary of [\$_____]. This position is a [*regular full-time, regular part-time, temporary full-time, temporary part-time*] position. We would like you to start work on or before [*date*].

The terms and conditions of this employment offer are contained in the following paragraphs:

As a condition of employment, all new employees are required to present authentic documentation providing satisfactory evidence of their identity and legal authority to work in the United States.

The City of West Wendover provides individuals with disabilities reasonable accommodation necessary for successful job performance. If you believe that you require reasonable accommodation to perform the duties of this position now or at any time during your employment, please contact _____.

Your initial appointment will be for an introductory period. The introductory period is an extension of the selection process during which we will further evaluate your qualifications for the job. The introductory period will last [*number*] months, and may be extended for an additional [*number*] months if more time is needed to evaluate your ability to perform the assigned job. During the introductory period, you will be treated as an “at-will” employee. This means that during the introductory period you may be terminated from employment at any time, with or without cause.

OR

(Optional: You are being employed as an “at-will” employee. This means that you may be terminated from employment at any time, with or without cause. An employee in an at-will status has no property right or a right to continued employment. While employment policies or procedures may change from time to time, only a written agreement signed by (title) can change your at-will status.)

I believe that you will find the benefit program at The City of West Wendover to be very competitive. You have the option of enrolling in a health insurance program that provides medical, vision, dental, and life insurance coverage. As a public employer, The City of West Wendover is able to provide retirement benefits through Public Employees Retirement System (PERS). The City of West Wendover provides [number] paid holidays per year. In addition, you will accrue [number of hours or days] of annual leave and [number of hours or days] of sick leave per year. *(Optional: Although you will be earning leave from your initial day of employment, you may not take paid leave until you have completed six (6) months of employment with The City of West Wendover)* The details of the current benefit package are contained in the attached materials. Please be aware that the types and levels of benefits provided to you may change from time to time by action of the governing board or through the collective bargaining process.

The current job description for your position is also attached. Your specific job assignment *(Optional: and job classification to which you are assigned)* may be changed from time to time at the discretion of The City of West Wendover. All changes in your status and/or rights and benefits as an The City of West Wendover employee will be made in writing. *(Optional: The written notice may be a copy of the collective bargaining agreement which applies to your position.)*

Initially, your work schedule is [day] through [day]. Your work hours will be ____ a.m. to ____ p.m.

This employment offer is effective for [number] days from the date of this letter. If you have any questions, please feel free to call [name and phone number].

(Optional: As I had expressed to you previously, you appear to be an excellent match to this position and we look forward to working with you.) We look forward to your early acceptance of this offer and to a mutually beneficial association.

Sincerely,

I hereby acknowledge that I have received a copy of this letter and I accept the terms and conditions contained herein.

Signature _____

Date _____



POTENTIAL RATING ERRORS AND PROBLEMS

When discussing and quantitatively evaluating the job-related strengths and weaknesses of candidates, the basic task of assessors is to interpret the considerable amount of information available in light of the behaviors exhibited and the definitions of the relevant performance dimensions. Some of the most frequently encountered errors and problems with the evaluation process are discussed below. In each case, close attention to the definitions of the rating dimensions and to the rating scale definitions will lessen the chances that these errors or problems will occur.

The first of these common errors has been labeled the **halo effect** (also sometimes the *trident effect*). This error occurs when an overall impression, either favorable or unfavorable, is obtained based on a portion of the total information available. This impression then strongly influences the ratings given to the candidate on all performance dimensions. The result is that a much greater weight is given to one rating dimension than to the others. One common occurrence of the **halo effect** occurs when an assessor bases all of the separate scale ratings primarily on a candidate's oral communication ability. The fact that all factors are thoroughly defined should lessen the likelihood that this will occur. Frequently the **halo effect** strongly influences a composite or overall rating by an assessor. For this reason, assessors are not asked to give an overall rating.

Central tendency, leniency, and severity are errors which occur when a rater tends to use only one part of the rating scale. These types of errors are a common source of differences between ratings given by different assessors to the same candidate on any given exercise. Assessors may be tempted to use only the central part of the scale to avoid a mistake. When ratings are not varied appropriately to reflect differences in candidate performance, the ratings given are of little value. Similarly, when assessors restrict their rating to either the top (leniency) or the bottom (severity), the usefulness of the ratings is diminished significantly. A misplaced interest in being kind or avoiding criticism can lead to these errors.

Ignoring or overlooking information which is relevant to any performance dimension results in an error of **deficiency**. Individual ratings which overemphasize one particular part of the candidate's behavior can also result in rating **deficiency** because other information is ignored. This problem is made more likely by the variety of data which is available for rating each dimension. Frequent reference to the rating dimensions and the rating guides will help you to avoid this error.

A rating is **contaminated** if it is based on information or factors which are not relevant to the rating dimensions being considered. An example is rating a candidate low in problem solving/decision making when the idea presented is good but the candidate's oral communication ability is poor. Rating based upon guesses about the intelligence of a candidate is another example of **contamination**.

Finally, we often tend to rate candidates the highest who are most like us. The common source of error is the **similar to me/different from me effect**. The assessor making this error is putting his/her own style and value system into the rating dimensions. Assessors are selected for their expertise and knowledge; however, it is important to avoid saying, in effect, that only a duplicate of him/her can be successful. Particular care must be taken to avoid judging a candidate on the basis of differences or similarities in age, appearance, social life style, and voice. Again, close attention to the definitions of the rating dimensions will lessen the chance **similar to me/different from me effect** will influence ratings.



PROHIBITED TOPICS
“QUESTIONS WHICH CANNOT BE ASKED”

Topic	<u>You may NOT ask...</u>	You MAY ask...
Name	What is your maiden name?	<ul style="list-style-type: none"> • Name • Have you ever used another name? OR Is any additional information relative to change of name, use of an assumed name, or nickname necessary to enable a check on your work and education record?
Health and Disability	<ul style="list-style-type: none"> • Is there any health-related reason you may not be able to perform the job for which you are applying? • Have you ever been treated for X? • List conditions or diseases for which you have been treated during X. • Have you ever been hospitalized for/during X? • Have you ever been treated by a/an X? • Have you had a major illness in the last X years? • How many days were you absent from work because of illness? • Do you have any physical defects which preclude you from performing certain kinds of work? • Are you taking prescribed drugs? • Have you ever been treated for drug addictions or alcoholism? • Do you have a disability? 	<ul style="list-style-type: none"> • Are you able to perform these essential functions (<i>from a list given to the applicant</i>) with or without accommodation? (You <u>must</u> use the phrase “with or without.”) • How would you perform this essential function? OR Please show us how you would perform this essential function? • Our regular hours are 9 to 5, five days per week; but we expect employees to work overtime, evenings, and weekends during tax season. New employees get two weeks of vacation after one year of employment and seven days of sick leave per year. Can you meet these requirements?
Age	<ul style="list-style-type: none"> • How old are you? • What is your date of birth? • What year did you graduate from high school? 	<ul style="list-style-type: none"> • Are you 18 years of age or older? • Are you at least 18 years old? • If hired, can you show proof of age?
Arrest Record*	Have you ever been arrested?	Have you ever been convicted of a crime? (Give details)*

* *An applicant may not be denied employment because of a conviction record unless there is a direct relationship between the offense and the job or unless hiring would be an unreasonable risk. An ex-offender denied employment is entitled to a statement of the reasons for such denial. Correction Law, Article 22A, Sec. 754.*



PROHIBITED TOPICS
“QUESTIONS WHICH CANNOT BE ASKED”

Topic	<u>You may NOT ask...</u>	You MAY ask...
Sex or Family Status	<ul style="list-style-type: none"> • Will your wife be moving here with you? • With four children, are you concerned about child care? • Are you married? • Questions which indicate applicant’s sex or sexual orientation. • What are the number and/or ages of children or dependents? • Do you plan to start a family soon? • With whom do you reside? • Do you live with your parents? 	<ul style="list-style-type: none"> • Name and address of parent or guardian if applicant is a minor. • Statement of company policy regarding work assignment of employees who are related.
Race & Ethnicity	<ul style="list-style-type: none"> • Are you a U.S. citizen? • Do you mind that there’s no synagogue here?” • Where were you born? 	Can you, after employment, submit verification of your legal right to work in the United States? Or statement that such proof may be required after employment.
National Origin	<ul style="list-style-type: none"> • What is your nationality, lineage, ancestry, national origin, descent, or parentage? • What is your mother tongue? What language do your commonly use? • How did you acquire an ability to read, write, or speak a foreign language? 	Do you read, speak, or write in a language other than English? If so, what language?
Height and Weight	<ul style="list-style-type: none"> • How much do you weigh? • Can you send in a picture? 	A photograph may be required after employment.
Home ownership	<ul style="list-style-type: none"> • Do you own your own home? • How long have you lived in your house? 	Where can we reach you?
Military Service	<ul style="list-style-type: none"> • Did you serve in the military (dates, and type of discharge)? • Did you serve in a foreign military? 	Questions regarding relevant skills acquired during applicant’s U.S. military service.
Religion	<ul style="list-style-type: none"> • What is your religion? • Does your religion prevent you from working weekends or holidays? • Do you have any clergy references? 	Statement by employer of regular days, hours, or shifts to be worked.



EMPLOYMENT APPLICATION

THE CITY OF WEST WENDOVER IS AN EQUAL OPPORTUNITY PROVIDER

City of West Wendover • 1111 N. Gene L. Jones Way – P.O. Box 2825 • West Wendover, Nevada 89883
Phone: (775) 664-3081 Fax: (775) 664-3720

Review the minimum qualifications listed on the job announcement. If you feel you qualify, complete this application. **BE THOROUGH AND FILL IN ALL ITEMS.** Your answers will determine whether or not you will continue in the screening process. Your completed application, together with all supplementary materials specified on the job announcement, must be received by the City of West Wendover Personnel Office no later than 4:30 p.m. on the closing date specified on the job announcement. Incomplete, undated or unsigned applications will not be processed. We are not liable for materials lost or delayed in the U.S. Mail. ***Faxed applications are accepted, unless the recruitment is limited. City of West Wendover fax number is (775) 664-3720.***

PRINT IN BLACK INK OR TYPE & SIGN ON THE LAST PAGE

Position Applied for: _____ Job Code Number: _____

Name: _____
Last First Middle

Address: _____
Mailing & Physical City State Zip

Telephone: () - _____ Cellular/Beeper #: () - _____

Are you currently employed by the City of West Wendover? No Yes

Have you previously worked for the City of West Wendover? No Yes

If "Yes," give dates. From: _____ To: _____

Are you a Nevada PERS retiree? No Yes

Do you have any relatives employed by the City of West Wendover? No Yes

If "Yes," give name and relationship:
Name: _____ Relationship: _____

Do you have the legal right to work in the United States? No Yes

Other than a minor traffic violation, have you ever been convicted of any offense? No Yes
Please include date of conviction, city, and state. DUI and reduction of DUI convictions **must** be included. (Conviction of a crime is not necessarily a bar to employment.) If "Yes," please explain:

Do you possess a valid driver's license? No Yes If "Yes," complete the following:

Type of License: _____ License #: _____

* If Commercial, state type with endorsements.

Issuing State: _____ Expiration Date: _____

EDUCATION

When claiming college, business, or vocational school credits for meeting minimum qualifications, you may be required to submit a copy of your degree or a legible photocopy of your up-to-date transcript with this application. Failure to do so may delay processing or disqualify your application. All papers submitted become the property of the City of West Wendover Personnel Office and cannot be returned.

Do you have a high school diploma? No Yes If “Yes,” attach copy of diploma

School Name: _____

Location: _____

If “No,” do you have a GED certification? No Yes attach copy of certificate/diploma

If “No,” indicate highest grade completed: _____

LIST COLLEGES/UNIVERSITIES ATTENDED AND ANY SPECIAL TRAINING RECEIVED

College Name & Location	Date From (Mo/Yr)	Date To (Mo/Yr)	Field of Study	Credit Hours Completed	Degree or Certificate (attach certified transcripts and/or copies of diplomas)
			Major: Minor:		
			Major: Minor:		
			Major: Minor:		
Business/Trade School	From (Mo/Yr)	To (Mo/Yr)	Subject		Certificate

LIST ANY OTHER VALID LICENSES AND CERTIFICATES YOU HOLD:

Type of License or Certificate Issuing State Registration Number Expiration Date

FOREIGN LANGUAGES: Please note your knowledge of any foreign languages and indicate your level of competence in each by placing an "X" in the appropriate column:

LANGUAGE	SPEAKING (1)			UNDERSTANDING (2)			READING (3)			WRITING (4)		
	FLUENT	GOOD	FAIR	FLUENT	GOOD	FAIR	FLUENT	GOOD	FAIR	FLUENT	GOOD	FAIR
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EXPERIENCE

On the following sheets, list the employers, assignments or volunteer activities that you have held, starting with your most recent one. THIS SECTION MUST BE COMPLETED IN DETAIL. PROVIDE A MINIMUM OF 10 YEARS' WORKING EXPERIENCE AND DO NOT LEAVE ANY GAPS IN EMPLOYMENT. FAILURE TO DO SO MAY DELAY PROCESSING OR DISQUALIFY YOUR APPLICATION. YOU ARE ENCOURAGED TO ATTACH A RESUME IF YOU WISH, BUT REFERENCE TO A RESUME IN LIEU OF COMPLETING THIS SECTION CANNOT BE ACCEPTED. Under "Work Performed" describe your job in sufficient detail so that we can determine not only your tasks, but the level of responsibility. If reference is made to military service, describe each different assignment (DD214 must be attached). If you wish to add more experience or wish to add more detail to the "Work Performed," please complete and attach an Experience Addendum Sheet. Jobs and/or volunteer experience listed may require verification.

FROM (Mo/Yr): TO (Mo/Yr):	EMPLOYER:
JOB TITLE:	TELEPHONE # and ADDRESS:
IMMEDIATE SUPERVISOR:	NATURE OF WORK PERFORMED/RESPONSIBILITIES:
TITLE:	
MAY WE CONTACT THIS EMPLOYER? <input type="checkbox"/> No <input type="checkbox"/> Yes	
SALARY:	REASON FOR LEAVING:

FROM (Mo/Yr): TO (Mo/Yr):	EMPLOYER:
JOB TITLE:	TELEPHONE # and ADDRESS:
IMMEDIATE SUPERVISOR:	NATURE OF WORK PERFORMED/RESPONSIBILITIES:
TITLE:	
MAY WE CONTACT THIS EMPLOYER? <input type="checkbox"/> No <input type="checkbox"/> Yes	
SALARY:	REASON FOR LEAVING:

FROM (Mo/Yr): TO (Mo/Yr):	EMPLOYER:
JOB TITLE:	TELEPHONE # and ADDRESS:
IMMEDIATE SUPERVISOR:	NATURE OF WORK PERFORMED/RESPONSIBILITIES:
TITLE:	
MAY WE CONTACT THIS EMPLOYER? <input type="checkbox"/> No <input type="checkbox"/> Yes	
SALARY:	REASON FOR LEAVING:

FROM (Mo/Yr): TO (Mo/Yr):	EMPLOYER:
JOB TITLE:	TELEPHONE # and ADDRESS:
IMMEDIATE SUPERVISOR:	NATURE OF WORK PERFORMED/RESPONSIBILITIES:
TITLE:	
MAY WE CONTACT THIS EMPLOYER? <input type="checkbox"/> No <input type="checkbox"/> Yes	
SALARY:	REASON FOR LEAVING:

How did you learn about this position?

- (NW) Newspaper, Magazine, or Journal—Which one? _____
- (CO) Community Organization—Which one? _____
- (SC) School/College Placement Office—Which one? _____
- (RT) Radio or TV Station—Which one? _____
- (SE) State Employment Department
- (HR) City Human Resources Department
- (EM) City Employee
- (FR) Friend or Relative
- (IN) Internet
- (OT) Other (please specify) _____

This application will be used for one position only. If you wish to apply for other positions with the City of West Wendover, submit an application for each position. Reference on this application to materials submitted with other applications cannot be considered. Since the information you submit on this application may be the entire examination process, your failure to provide complete information could delay or even disqualify you from consideration. It is your responsibility to notify the Personnel Office, in writing, of any changes in address or phone number.

I certify that the statements made by me on this application are, to the best of my knowledge, true, complete and correct. If employed, I understand that any misrepresentation or material omission of fact on this or any other document required by the City may be considered as constituting grounds for disqualification and/or dismissal. I further understand that any offer of employment is subject to successful completion of a physical examination (including drug screening) and background investigation. Additionally, any individual offered employment may be required to demonstrate the ability to perform the physical requirements of the job. I therefore authorize the City's assigned doctor to release to the City any information regarding my physical examination and/or pre-employment screening. Having applied for employment with the City of West Wendover, I do hereby agree and do give my consent that any person, firm or organization listed hereon is authorized to furnish the City with personal or reference material concerning my character, past employment or any other information they so request. In addition, I do hereby agree and give my consent for the City to conduct an investigation of my credit history. I further agree and hereby give my consent for the City to furnish any statistical data regarding this application that may be required for compliance with the Equal Employment Opportunity guidelines.

Signature _____ Date _____

EXPERIENCE ADDENDUM

Under "Work Performed" describe your job in sufficient detail so that we can determine not only your tasks, but the level of responsibility. If reference is made to military service, describe each different assignment (DD214 must be attached). Jobs and/or volunteer experience listed may require verification.

FROM (Mo/Yr): TO (Mo/Yr):	EMPLOYER:
JOB TITLE:	TELEPHONE # and ADDRESS:
IMMEDIATE SUPERVISOR:	NATURE OF WORK PERFORMED/RESPONSIBILITIES:
TITLE:	
MAY WE CONTACT THIS EMPLOYER? <input type="checkbox"/> No <input type="checkbox"/> Yes	
SALARY:	REASON FOR LEAVING:

FROM (Mo/Yr): TO (Mo/Yr):	EMPLOYER:
JOB TITLE:	TELEPHONE # and ADDRESS:
IMMEDIATE SUPERVISOR:	NATURE OF WORK PERFORMED/RESPONSIBILITIES:
TITLE:	
MAY WE CONTACT THIS EMPLOYER? <input type="checkbox"/> No <input type="checkbox"/> Yes	
SALARY:	REASON FOR LEAVING:

FROM (Mo/Yr): TO (Mo/Yr):	EMPLOYER:
JOB TITLE:	TELEPHONE # and ADDRESS:
IMMEDIATE SUPERVISOR:	NATURE OF WORK PERFORMED/RESPONSIBILITIES:
TITLE:	
MAY WE CONTACT THIS EMPLOYER? <input type="checkbox"/> No <input type="checkbox"/> Yes	
SALARY:	REASON FOR LEAVING:

Signature _____ Date _____

OPTIONAL
EQUAL EMPLOYMENT OPPORTUNITY SURVEY

The following information is necessary for the City of West Wendover to evaluate its recruiting and hiring practices and to prepare reports required by law for the State and Federal Government. This information will be used solely for research and statistical purposes and in no way affects any employment decision. Your **voluntary** cooperation will be appreciated. Please check the appropriate box beside Male or Female, and under ethnic categories, check the one that most nearly describes your ethnic background. **Please print or type.**

Position Applied for: _____ Job Code: _____

Name: _____
Last First Middle

Gender: Female Male Date of Birth: _____ / ____ / ____
Month Day Year

"AMERICAN NATIVE OR ALASKAN NATIVE" includes persons having origins in any of the original peoples of America.

"ASIAN or PACIFIC ISLANDERS" includes persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Pacific Islands (example: China, Japan, Korea, the Philippine Islands and Samoa.)

"AFRICAN AMERICAN" includes persons having origins in any of the Black racial groups.

"HISPANIC" includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish descent.

"WHITE" includes persons having origins in any of the original peoples of Europe, North Africa, the Middle East, or the Indian Subcontinent.

Check Only One Box

American Native or Alaskan Native (I)	Asian or Pacific Islanders (A)	African American (B)	Hispanic (H)	White (W)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Do you require reasonable accommodations during the application and/or testing process? No Yes

If yes, please identify your need:



REFERENCE CHECK DATA COLLECTION FORM

Name of Candidate _____

Position Applied for _____

INSTRUCTIONS FOR HIRING MANAGERS

The following questions provide a starting point for checking a candidate's employment references. These questions are suitable for most positions. Include any additional questions necessary to determine the candidate's suitability for the position. Always avoid areas of inquiry that could cause the person providing the reference to reveal information that cannot be considered in the hiring process.

Before posing questions, identify yourself, your position with the organization, and the reason you are calling. If a reference is reluctant to talk, offer to fax or mail the authorization form obtained from the candidate.

Name of Person Interviewed _____

Job Title _____

Employer _____

Interviewer _____ Date of Interview _____

1. Please describe your working relationship with the candidate and how long you worked together.

2. What position did the candidate hold with your organization?

3. What types of responsibilities did the candidate handle in that position, and which ones were most important?

4. What aspects of the job did the candidate handle particularly well?

5. In which areas of the job was the candidate weak or could have benefited from additional training or experience?

6. How would you say the candidate got along with peers, subordinates, supervisors, and customers or clients?

7. How much and what type of supervision did the candidate need?

8. Please describe how the candidate handled high-pressure projects or tasks.

9. Compared to other workers holding similar positions, how did the candidate perform?

10. The position for which the candidate has applied involves [*describe*]. What aspects of our position do you think are well-suited to the candidate's skills?

11. What aspects of our position do you think the candidate might find difficult or need training to handle?

12. Was the candidate involved in any workplace violence issues in your organization?

13. Would you re-hire this person?

14. Is there any additional information you can provide that will assist us in making our hiring decision?



**~EXAMPLE ONLY~
(FOR H/R USE ONLY)
REFERENCE CHECK DATA COLLECTION FORM
FOR PUBLIC SAFETY AGENCIES**

Name of Candidate _____

Position Applied for _____

INSTRUCTIONS FOR HIRING MANAGERS

The following questions provide a starting point for checking a candidate's employment references. These questions are suitable for most positions. Include any additional questions necessary to determine the candidate's suitability for the position. Always avoid areas of inquiry that could cause the person providing the reference to reveal information that cannot be considered in the hiring process.

Before posing questions, identify yourself, your position with the organization, and the reason you are calling. If a reference is reluctant to talk, offer to fax or mail the authorization form obtained from the candidate.

**Name of Person
Interviewed** _____

Job Title _____

Employer _____

Interviewer _____ **Date of
Interview** _____

1. Please describe your working relationship with the candidate and how long you worked together.

-
2. What position did the candidate hold with your organization?
-

3. What types of responsibilities did the candidate handle in that position, and which ones were most important?

4. What aspects of the job did the candidate handle particularly well?

5. In which areas of the job was the candidate weak or could have benefited from additional training or experience?

6. How would you say the candidate got along with peers, subordinates, supervisors, and customers or clients?

7. How much and what type of supervision did the candidate need?

8. Please describe how the candidate handled high-pressure projects or tasks.

9. Compared to other workers holding similar positions, how did the candidate perform?

10. The position for which the candidate has applied involves [*describe*]. What aspects of our position do you think are well-suited to the candidate's skills?

11. What aspects of our position do you think the candidate might find difficult or need training to handle?

12. Was the candidate involved in any workplace violence issues in your organization?

13. Would you re-hire this person?

14. Is there any additional information you can provide that will assist us in making our hiring decision?

The following information must be completed

NOTE: On October 1, 2007, the Nevada Legislature extended the provisions of NRS 239B.020 to firefighters. The statute now states employers must provide public safety agencies conducting background checks for employment of firefighters and peace officers with the following information:

1. Dates of employment

2. Compensation

3. Copy of submitted employment application

Complete

4. Copies of written performance evaluations of the candidate

Complete

5. Attendance records

Complete

6. Records of disciplinary actions taken against candidate

Complete

7. A statement regarding whether or not the employer would rehire the candidate and the reasons why

8. If applicable, documentation explaining why employment was terminated and whether it was voluntary or involuntary

Complete

The above requests shall

- 1) Be made in writing;
- 2) Be accompanied by the candidate's signed and notarized authorization along with a signed consent to the release of information; and
- 3) Be presented to the employer by a sworn officer or other authorized representative of the public safety agency.

A public safety agency may use this information only to determine the suitability of a candidate for employment as a firefighter or peace officer.

Note: The extension of provisions to obtain background information on firefighter applicants only applies to NRS 239B.020; not to NAC 289.110 which allows for law enforcement agencies to conduct moral character background checks on peace officer candidates.



TRANSFER/REASSIGNMENT REQUEST FORM

An employee seeking a reassignment or transfer within _____ The City of West Wendover must complete this form and submit it to the Human Resources office. Submittal of this form does not guarantee an employee a transfer/reassignment. This form will be kept on file for one year from the date of submittal.

Please attach a current application to this form.

_____ Date

_____ Contact Phone Number

_____ Employee's Name

_____ Employee's Address

_____ Present Position/Location

_____ Requested Position/Location

Employee's reason for transfer/reassignment request:

_____ Employee's Signature

OFFICE USE ONLY

_____ Request Approved

_____ Request Disapproved

_____ Request Approved

_____ Request Disapproved

_____ Hiring Supervisor/Administrator

_____ Human Resources Director



AUTHORIZATION TO CONDUCT VOLUNTEER INVESTIGATIONS

I, _____ (print name), authorize The City of West Wendover to contact any employer or individual to obtain from them any relevant information regarding my previous employment, volunteer activities, military service, criminal history, characteristics or traits, or other qualifications for volunteer work and/or continued volunteer work with The City of West Wendover . In addition, I authorize The City of West Wendover to conduct a background search which includes criminal history and military history. If the position for which I am volunteering requires driving a vehicle, I authorize The City of West Wendover to conduct a DMV search. If the position for which I am volunteering involves contact with minors, a search of the Nevada's Sex Offender Registry may be conducted. I further authorize The City of West Wendover to contact any institution and/or licensing authority for related information regarding education, licenses, and/or certificates which I may currently hold or may have held in the past.

In exchange for The City of West Wendover 's consideration of my volunteer application and/or my continued volunteer activities with The City of West Wendover if any, I authorize anyone possessing this information to furnish it to The City of West Wendover upon request, and I release the individual company or institution and all individuals providing the information or acquiring the information, including The City of West Wendover from all claims, liability, and damages whatsoever in furnishing, obtaining, or using said information including, but not limited to, claims for defamation, libel, slander, infliction of emotional distress, and interference with current or prospective economic relations.

I further understand this consent will apply during the course of my volunteer work with The City of West Wendover . I understand and agree this consent shall remain in effect indefinitely.

Name (printed) _____

List any other names you have used _____

Driver's License Number _____ State _____ Expiration Date _____

Signature

Date



DISCLOSURE TO VOLUNTEER APPLICANT OF REQUEST FOR THIRD PARTY INVESTIGATIVE REPORT

[Name]
[Mailing Address]
[City, State ZIP Code]

Dear [*Applicant or Employee*]:

In connection with your [*application for employment or current employment*], we recently requested an investigative consumer report concerning you. This report will contain information bearing on your [*insert applicable categories: personal characteristics, mode of living, character, or general reputation*]. The information contained in the report will be gathered through personal interviews with your [*friends, neighbors, business associates, former employers, supervisors, subordinates, coworkers, and others*] who may have knowledge regarding this information.

If you would like further information concerning the nature and scope of this report, please address a written request to:

[*Contact person's name*]
[*Employer's name*]
[*Contact person's address*]
[*Contact person's city and state*]

Also enclosed with this letter is a summary of your rights under the Fair Credit Reporting Act in a form prescribed by the Federal Trade Commission.

Sincerely,

Enc: A Summary of Your Rights under the Fair Credit Reporting Act



VOLUNTEER AGREEMENT, CONSENTS AND RELEASES, AND CONDITIONS

Whereas, it is deemed that the services of volunteers are both necessary and in the best interest of the City of West Wendover (hereinafter "Employer"). Now therefore, the parties mutually agree as follows:

1. **Employer Assent.** The Employer accepts the service of the volunteer until such services are terminated with or without cause or notice at the discretion of either party.
2. **Volunteer Assent, Certification, and Authorization.** As an Employer volunteer I, _____ (hereinafter "Volunteer"), agree to:
 - Observe the policies and procedures of the Employer and Employer departments
 - Participate in initial training as well as any additional training
 - Notify immediate supervisor when sick and/or unable to volunteer
 - Perform duties as outlined by the volunteer coordinator
 - Dress in business attire suitable to the assigned tasks
 - Keep all information confidential, in whatever form, produced, prepared, observed, or received to the extent that such information is confidential by law.

Volunteer hereby certifies that all statements made in his/her volunteer application are true. Volunteer authorizes the Employer to investigate all matters contained in Volunteer's application. Volunteer authorizes the Employer to receive any criminal history information that may be contained in the files of any national, state, or local agency.

► **Please initial to indicate you have read the above** _____

3. **Informed Consent and Release:**

Volunteer offers to volunteer his/her services to the Employer. Volunteer understands that s/he is working at all times on a voluntary basis without compensation or benefits and not as a paid employee. Volunteer understands that the Employer and/or Volunteer can cancel this agreement at any time, for any reason, with or without notice. Volunteer understands that s/he shall be covered by workers' compensation in accordance with NRS 616A.130 while engaged in the performance of those services set forth in the "Description of Volunteer Duties" statement. Volunteer has read and understands this release. Volunteer knowingly and voluntarily signs below and no promise, inducement, or agreement has been made to induce Volunteer to sign this agreement.

► **Please initial to indicate you have read the above** _____

4. **Conditions:**

Volunteer fully understands, acknowledges and agrees to the following conditions: The Employer reserves the right to make the final decision on placement of volunteers. Standard background checks, in accordance with Employer policy, will be conducted on applicants. Any false statements or misrepresentations in Volunteer's application will be cause for refusal of placement or immediate dismissal at any time during the period of my placement. Volunteer understands that the volunteer program does not qualify Volunteer for paid employment with the Employer. Volunteer further understands that pursuant to NRS 239.010, information or documents received from a volunteer may be open to public inspection and copying. Volunteer understands that the Employer will have the duty to disclose unless a particular record is made confidential by law or common law balancing of interests.

▶ Please initial to indicate you have read the above _____

▶ Volunteer's Name (Please Print Legibly)

▶ Description of Volunteer

Duties: _____

▶ Volunteer's Signature

_____ Date _____

▶ Signature of Parent/Guardian, if volunteer is a minor _____

Date _____

▶ Employer Signature _____

Date _____

▶ Print Name of Person Signing for Dept. _____

Date _____



VOLUNTEER APPLICATION (SAMPLE)
An Equal Opportunity Employer

If you have a disability and believe you require accommodation for the disability during the selection process, please contact us to make appropriate arrangements.

Name: _____ **Date:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Email address: _____

Telephone(s) Home () _____ **Work:** () _____ **Cell:** () _____

Are you 16 years of age or older? Yes No **Are you 18 years of age or older?** Yes No

Volunteer Position Applied For: _____ **Department:** _____

Are you currently employed by **employer** in any capacity? Yes No

If Yes, what department? _____ Job title _____

Have you been given a description or had the requirements of the volunteer work explained to you? Yes No

Do you understand the requirements? Yes No

Can you perform the essential functions with or without accommodation? Yes No

List any other names, if any, you have used. _____

EDUCATION RECORD

Did you graduate from high school or receive a GED certificate? Yes No

School Name	Location	Hours Earned	Diploma, Degree or Certificate	Major Field of Study
Business/Technical/Vocational				
1.				
2.				
College/University (Undergraduate)				
1.				
2.				
Graduate School				

Describe the volunteer work you are interested in doing.

Days Available (Circle)	M	T	W	T	F	S	S
Hours Available							

LICENSES (Optional, unless required for the volunteer work for which you are now applying.)

List driver's license and other current licenses, certifications, or registrations required for the volunteer work for which you are applying. Indicate types, state license numbers, and expiration dates. _____

List any special skills you possess and/or equipment or office machines you can operate.

OTHER INFORMATION

If you are not a current employee of **The City of West Wendover**, have you previously worked for **the City**?

Yes No When? _____

Have you ever been convicted of, pled guilty or nolo contendere to, or been granted deferred adjudication for a felony or any lesser crime, other than a minor traffic infraction? Yes No A conviction or guilty plea will not necessarily disqualify you from volunteer work with **The City of West Wendover**. If yes, list all such offenses and provide date, name of court, and disposition. You may omit minor violations for which you paid a fine of \$50 or less.

Have you ever been disciplined in your employment related to workplace violence? Yes No If yes, please explain: _____

Do you presently use illegal drugs? Yes No

HISTORY OF VOLUNTEER ACTIVITIES AND PAID EMPLOYMENT

Provide information regarding paid and volunteer work (include military employment if duties/assignments relate to the job you are applying for). Describe your most recent experience first; then list other relevant positions in chronological order, working down from the most recent. Use additional sheets if necessary.

May we contact all employers listed? Yes No (Attach a list of any exceptions with an explanation.)

Employer: _____ Position: _____
Address: _____ From (Mo./Yr.) _____ To (Mo./Yr.) _____
City, State, Zip: _____ Hours per week _____ Paid or Volunteer
Supervisor's Name/Title: _____ Telephone: _____

Paid or Volunteer Assignments:

HISTORY OF VOLUNTEER ACTIVITIES AND PAID EMPLOYMENT (continued)

Employer: _____ Position: _____
Address: _____ From (Mo./Yr.) _____ To (Mo./Yr.) _____
City, State, Zip: _____ Hours per week _____ Paid or Volunteer
Supervisor's Name/Title: _____ Telephone: _____
Paid or Volunteer Assignments:

Employer: _____ Position: _____
Address: _____ From (Mo./Yr.) _____ To (Mo./Yr.) _____
City, State, Zip: _____ Hours per week _____ Paid or Volunteer
Supervisor's Name/Title: _____ Telephone: _____
Paid or Volunteer Assignments:

Employer: _____ Position: _____
Address: _____ From (Mo./Yr.) _____ To (Mo./Yr.) _____
City, State, Zip: _____ Hours per week _____ Paid or Volunteer
Supervisor's Name/Title: _____ Telephone: _____
Paid or Volunteer Assignments:

Employer: _____ Position: _____
Address: _____ From (Mo./Yr.) _____ To (Mo./Yr.) _____
City, State, Zip: _____ Hours per week _____ Paid or Volunteer
Supervisor's Name/Title: _____ Telephone: _____
Paid or Volunteer Assignments:

Please state below any other information that would be helpful in determining your qualifications for the volunteer activities. You may include significant accomplishments, previous career highlights, or any other information that is not included in this volunteer application.

ACKNOWLEDGMENTS

Please **READ ALL** of the following statements and **INITIAL EACH** of the boxes to indicate you have read and understand each of the statements. If you have questions, contact **The City of West Wendover Human Resources Department**.

- This is not an application for a paid position. Application for paid positions must be made on a separate application form.
- I authorize The City of West Wendover to contact any employer or individual to obtain from them any relevant information regarding my previous employment, volunteer services, education, certificates, licenses, military service, criminal history, characteristics or traits, or other qualifications for volunteering with The City of West Wendover. In addition, I authorize The City of West Wendover to conduct a background search which includes criminal history, military history, and if the position for which I am applying requires driving a vehicle, I authorize The City of West Wendover to conduct a Department of Motor Vehicles (DMV) search. I further authorize The City of West Wendover to contact any institution and/or licensing authority to verify my possession of education, licenses, and/or certificates which may qualify me for volunteer employment.
- In exchange for The City of West Wendover's consideration of my volunteer application, I authorize anyone possessing this information to furnish it to The City of West Wendover upon request, and I release the individual company or institution and all individuals providing the information or acquiring the information, including The City of West Wendover, from all claims, liability, and damages whatsoever in furnishing, obtaining, or using said information including, but not limited to, claims for defamation, libel, slander, infliction of emotional distress, and interference with current or prospective economic relations.
- I declare that I am offering to volunteer to provide services for civic, charitable, or humanitarian reasons and am doing so freely and without coercion, direct or implied, from The City of West Wendover. I recognize that I will not receive nor do I expect compensation for the services I am offering, other than possible nominal fees, paid expenses, or reasonable benefits which may be provided to me at the sole discretion of The City of West Wendover for performing the offered services. It is not my purpose nor my expectation that my services are in preparation for employment with The City of West Wendover.

The facts set forth in my volunteer application are true and complete. I understand that if asked to volunteer, any false statement on this application may result in my dismissal.

Signature of Applicant: _____ **Date:** _____

APPENDIX “D”

CURRENTLY NO FORMS

APPENDIX ‘E’

CURRENTLY NO FORMS

APPENDIX ‘F’

Certification of Health Care Provider for
Employee's Serious Health Condition
(Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



OMB Control Number: 1215-0181
Expires: 12/31/2011

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

Check if job description is attached: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: _____
First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave.* Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax:(_____) _____

*Under Title II of Genetic Information Nondiscrimination Act of 2008 (GINA), acquiring genetic information concerning an employee or the employee's family members is prohibited. As a result, this notice is being provided to ask that you do not provide any genetic information when responding to this request for medical information. Genetic information may include family medical history and/or results of a genetic test for employee or their family.

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Mark below as applicable:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

No Yes. If so, dates of admission:

Date(s) you treated the patient for condition:

Will the patient need to have treatment visits at least twice per year due to the condition? No Yes.

Was medication, other than over-the-counter medication, prescribed? No Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

No Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? No Yes. If so, expected delivery date: _____

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: No Yes.

If so, identify the job functions the employee is unable to perform:

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? No Yes.

If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? No Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?
 No Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Estimate the part-time or reduced work schedule the employee needs, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? No Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?
 No Yes. If so, explain:

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Certification of Health Care Provider for
Family Member's Serious Health Condition
(Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



OMB Control Number: 1215-0181
Expires: 12/31/2011

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your name: _____
First Middle Last

Name of family member for whom you will provide care: _____
First Middle Last

Relationship of family member to you: _____

If family member is your son or daughter, date of birth: _____

Describe care you will provide to your family member and estimate leave needed to provide care:

Employee Signature Date

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax:(_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
 No Yes. If so, dates of admission: _____

Date(s) you treated the patient for condition: _____

Was medication, other than over-the-counter medication, prescribed? No Yes.

Will the patient need to have treatment visits at least twice per year due to the condition? No Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?
 No Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? No Yes. If so, expected delivery date: _____

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such as medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF CARE NEEDED: When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? No Yes.

Estimate the beginning and ending dates for the period of incapacity: _____

During this time, will the patient need care? No Yes.

Explain the care needed by the patient and why such care is medically necessary:

5. Will the patient require follow-up treatments, including any time for recovery? No Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Explain the care needed by the patient, and why such care is medically necessary: _____

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? No Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

Explain the care needed by the patient, and why such care is medically necessary:

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? ___No ___Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: ___ times per ___ week(s) ___ month(s)

Duration: ___ hours or ___ day(s) per episode

Does the patient need care during these flare-ups? ___ No ___ Yes.

Explain the care needed by the patient, and why such care is medically necessary: _____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Signature of Health Care Provider

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**

Certification of Qualifying Exigency
For Military Family Leave
(Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



OMB Control Number: 1215-0181
Expires: 12/31/2011

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. Please complete Section I before giving this form to your employee. Your response is voluntary, and while you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.309.

Employer name: _____

Contact Information: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II fully and completely. The FMLA permits an employer to require that you submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a qualifying exigency. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency. Be as specific as you can; terms such as “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage. Your response is required to obtain a benefit. 29 C.F.R. § 825.310. While you are not required to provide this information, failure to do so may result in a denial of your request for FMLA leave. Your employer must give you at least 15 calendar days to return this form to your employer.

Your Name: _____
First Middle Last

Name of covered military member on active duty or call to active duty status in support of a contingency operation:

First Middle Last

Relationship of covered military member to you: _____

Period of covered military member's active duty: _____

A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a covered military member's active duty or call to active duty status in support of a contingency operation. Please check one of the following:

- A copy of the covered military member's active duty orders is attached.
- Other documentation from the military certifying that the covered military member is on active duty (or has been notified of an impending call to active duty) in support of a contingency operation is attached.
- I have previously provided my employer with sufficient written documentation confirming the covered military member's active duty or call to active duty status in support of a contingency operation.

PART A: QUALIFYING REASON FOR LEAVE

1. Describe the reason you are requesting FMLA leave due to a qualifying exigency (including the specific reason you are requesting leave):

2. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming an appointment with a counselor or school official, or a copy of a bill for services for the handling of legal or financial affairs. Available written documentation supporting this request for leave is attached. Yes No None Available

PART B: AMOUNT OF LEAVE NEEDED

1. Approximate date exigency commenced: _____

Probable duration of exigency: _____

2. Will you need to be absent from work for a single continuous period of time due to the qualifying exigency? No Yes.

If so, estimate the beginning and ending dates for the period of absence:

3. Will you need to be absent from work periodically to address this qualifying exigency? No Yes.

Estimate schedule of leave, including the dates of any scheduled meetings or appointments: _____

Estimate the frequency and duration of each appointment, meeting, or leave event, including any travel time (i.e., 1 deployment-related meeting every month lasting 4 hours):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours _____ day(s) per event.

PART C:

If leave is requested to meet with a third party (such as to arrange for childcare, to attend counseling, to attend meetings with school or childcare providers, to make financial or legal arrangements, to act as the covered military member's representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations), a complete and sufficient certification includes the name, address, and appropriate contact information of the individual or entity with whom you are meeting (i.e., either the telephone or fax number or email address of the individual or entity). This information may be used by your employer to verify that the information contained on this form is accurate.

Name of Individual: _____ Title: _____

Organization: _____

Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Email: _____

Describe nature of meeting: _____

PART D:

I certify that the information I provided above is true and correct.

Signature of Employee

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution AV, NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE EMPLOYER.**

Certification for Serious Injury or Illness of Covered Servicemember - - for Military Family Leave (Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



OMB Control Number: 1215-0181
Expires: 12/31/2011

Notice to the EMPLOYER INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a serious injury or illness of a covered servicemember to submit a certification providing sufficient facts to support the request for leave. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.310. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees or employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

SECTION I: For Completion by the EMPLOYEE and/or the COVERED SERVICEMEMBER for whom the Employee Is Requesting Leave INSTRUCTIONS to the EMPLOYEE or COVERED SERVICEMEMBER: Please complete Section I before having Section II completed. The FMLA permits an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a covered servicemember. If requested by the employer, your response is required to obtain or retain the benefit of FMLA-protected leave. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to do so may result in a denial of an employee's FMLA request. 29 C.F.R. § 825.310(f). The employer must give an employee at least 15 calendar days to return this form to the employer.

SECTION II: For Completion by a UNITED STATES DEPARTMENT OF DEFENSE ("DOD") HEALTH CARE PROVIDER or a HEALTH CARE PROVIDER who is either: (1) a United States Department of Veterans Affairs ("VA") health care provider; (2) a DOD TRICARE network authorized private health care provider; or (3) a DOD non-network TRICARE authorized private health care provider INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed on Page 2 has requested leave under the FMLA to care for a family member who is a member of the Regular Armed Forces, the National Guard, or the Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. For purposes of FMLA leave, a serious injury or illness is one that was incurred in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.

A complete and sufficient certification to support a request for FMLA leave due to a covered servicemember's serious injury or illness includes written documentation confirming that the covered servicemember's injury or illness was incurred in the line of duty on active duty and that the covered servicemember is undergoing treatment for such injury or illness by a health care provider listed above. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave.

Certification for Serious Injury or Illness of Covered Servicemember - - for Military Family Leave (Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



SECTION I: For Completion by the EMPLOYEE and/or the COVERED SERVICEMEMBER for whom the Employee Is Requesting Leave: (This section must be completed first before any of the below sections can be completed by a health care provider.)

Part A: EMPLOYEE INFORMATION

Name and Address of Employer (this is the employer of the employee requesting leave to care for covered servicemember):

Name of Employee Requesting Leave to Care for Covered Servicemember:

First	Middle	Last
-------	--------	------

Name of Covered Servicemember (for whom employee is requesting leave to care):

First	Middle	Last
-------	--------	------

Relationship of Employee to Covered Servicemember Requesting Leave to Care:

Spouse Parent Son Daughter Next of Kin

Part B: COVERED SERVICEMEMBER INFORMATION

(1) Is the Covered Servicemember a Current Member of the Regular Armed Forces, the National Guard or Reserves? ___Yes ___No

If yes, please provide the covered servicemember's military branch, rank and unit currently assigned to:

Is the covered servicemember assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients (such as a medical hold or warrior transition unit)? ___Yes ___No If yes, please provide the name of the medical treatment facility or unit:

(2) Is the Covered Servicemember on the Temporary Disability Retired List (TDRL)? ___Yes ___No

Part C: CARE TO BE PROVIDED TO THE COVERED SERVICEMEMBER

Describe the Care to Be Provided to the Covered Servicemember and an Estimate of the Leave Needed to Provide the Care:

SECTION II: For Completion by a United States Department of Defense (“DOD”) Health Care Provider or a Health Care Provider who is either: (1) a United States Department of Veterans Affairs (“VA”) health care provider; (2) a DOD TRICARE network authorized private health care provider; or (3) a DOD non-network TRICARE authorized private health care provider. If you are unable to make certain of the military-related determinations contained below in Part B, you are permitted to rely upon determinations from an authorized DOD representative (such as a DOD recovery care coordinator). (Please ensure that Section I above has been completed before completing this section.) Please be sure to sign the form on the last page.

Part A: HEALTH CARE PROVIDER INFORMATION

Health Care Provider’s Name and Business Address:

Type of Practice/Medical Specialty: _____

Please state whether you are either: (1) a DOD health care provider; (2) a VA health care provider; (3) a DOD TRICARE network authorized private health care provider; or (4) a DOD non-network TRICARE authorized private health care provider: _____

Telephone: () _____ Fax: () _____ Email: _____

PART B: MEDICAL STATUS

(1) Covered Servicemember’s medical condition is classified as (Check One of the Appropriate Boxes):

- (VSI) Very Seriously Ill/Injured** – Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)
- (SI) Seriously Ill/Injured** – Illness/injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)
- OTHER Ill/Injured** – a serious injury or illness that may render the servicemember medically unfit to perform the duties of the member’s office, grade, rank, or rating.
- NONE OF THE ABOVE** (Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a “serious health condition” under § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380 or an employer-provided form seeking the same information.)

(2) Was the condition for which the Covered Service member is being treated incurred in line of duty on active duty in the armed forces? ____ Yes ____ No

(3) Approximate date condition commenced: _____

(4) Probable duration of condition and/or need for care: _____

(5) Is the covered servicemember undergoing medical treatment, recuperation, or therapy? ____ Yes ____ No. If yes, please describe medical treatment, recuperation or therapy:

PART C: COVERED SERVICEMEMBER'S NEED FOR CARE BY FAMILY MEMBER

- (1) Will the covered servicemember need care for a single continuous period of time, including any time for treatment and recovery? Yes No
If yes, estimate the beginning and ending dates for this period of time: _____
- (2) Will the covered servicemember require periodic follow-up treatment appointments?
 Yes No If yes, estimate the treatment schedule: _____
- (3) Is there a medical necessity for the covered servicemember to have periodic care for these follow-up treatment appointments? Yes No
- (4) Is there a medical necessity for the covered servicemember to have periodic care for other than scheduled follow-up treatment appointments (e.g., episodic flare-ups of medical condition)? Yes No If yes, please estimate the frequency and duration of the periodic care:

Signature of Health Care Provider: _____ **Date:** _____

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, in accordance with 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution AV, NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE PATIENT.**

Designation Notice
(Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



OMB Control Number: 1215-0181
Expires: 12/31/2011

Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form by employers is optional, a fully completed Form WH-382 provides an easy method of providing employees with the written information required by 29 C.F.R. §§ 825.300(c), 825.301, and 825.305(c).

To: _____

Date: _____

We have reviewed your request for leave under the FMLA and any supporting documentation that you have provided. We received your most recent information on _____ and decided:

Your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave.

The FMLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your leave entitlement:

Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your leave entitlement: _____

Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised (check if applicable):

You have requested to use paid leave during your FMLA leave. Any paid leave taken for this reason will count against your FMLA leave entitlement.

We are requiring you to substitute or use paid leave during your FMLA leave.

You will be required to present a fitness-for-duty certificate to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your position is is not attached. If attached, the fitness-for-duty certification must address your ability to perform these functions.

* Genetic Information Nondiscrimination Act of 2008 (GINA)

Additional information is needed to determine if your FMLA leave request can be approved:

The certification you have provided is not complete and sufficient to determine whether the FMLA applies to your leave request. You must provide the following information no later than _____, unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.
(Provide at least seven calendar days)

(Specify information needed to make the certification complete and sufficient)

We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

Your FMLA Leave request is Not Approved.

The FMLA does not apply to your leave request.

You have exhausted your FMLA leave entitlement in the applicable 12-month period.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. 29 U.S.C. § 2617; 29 C.F.R. §§ 825.300(d), (e). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 – 30 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**

* Under Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA), acquiring genetic information concerning an employee or the employee's members is prohibited. As a result, this notice is being provided to ask that you do not provide any genetic information when responding to this request for medical information. Genetic information may include family medical history and/or results of a genetic test for you or your family.

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

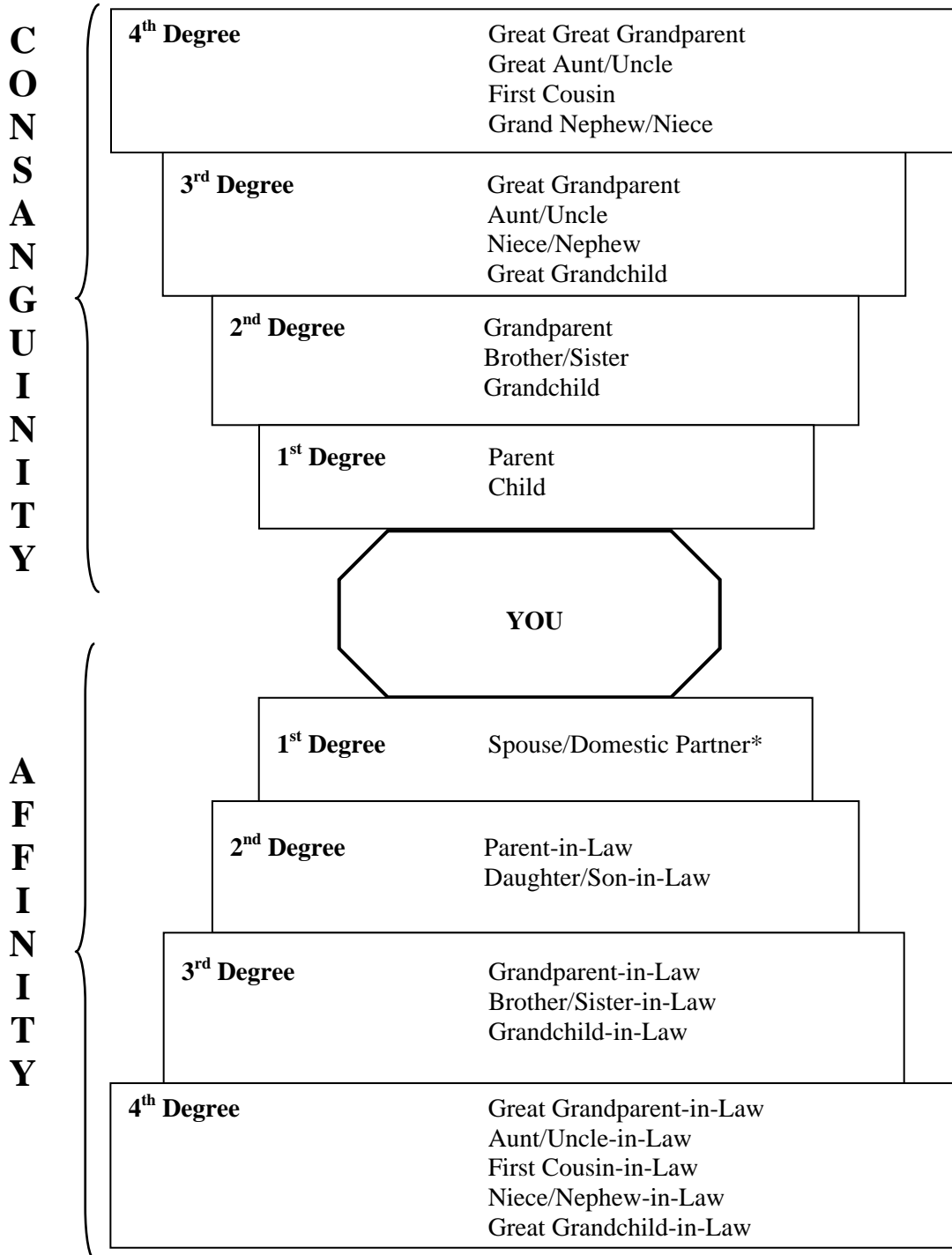
Under Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA), acquiring genetic information concerning an employee or the employee's family members is prohibited. As a result, this notice is being provided to ask that you do not provide any genetic information when responding to a request for medical information. Genetic information may include family medical history and/or results of a genetic test for you or your family.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV



NEVADA CONSANGUINITY/AFFINITY CHART



Note: Step relationships (step-brother, step-father, etc.) are considered to be the same as blood relationships.

*Registered Domestic Partnership with the Secretary of State.

Notice of Eligibility and Rights & Responsibilities
(Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



OMB Control Number: 1215-0181
Expires: 12/31/2011

In general, to be eligible an employee must have worked for an employer for at least 12 months, have worked at least 1,250 hours in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form by employers is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. § 825.300(b), which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Part B provides employees with information regarding their rights and responsibilities for taking FMLA leave, as required by 29 C.F.R. § 825.300(b), (c).

[Part A – NOTICE OF ELIGIBILITY]

TO: _____
Employee

FROM: _____
Employer Representative

DATE: _____

On _____, you informed us that you needed leave beginning on _____ for:

- The birth of a child, or placement of a child with you for adoption or foster care;
- Your own serious health condition;
- Because you are needed to care for your _____ spouse; _____ child; _____ parent due to his/her serious health condition.
- Because of a qualifying exigency arising out of the fact that your _____ spouse; _____ son or daughter; _____ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
- Because you are the _____ spouse; _____ son or daughter; _____ parent; _____ next of kin of a covered servicemember with a serious injury or illness.

This Notice is to inform you that you:

- Are eligible for FMLA leave (See Part B below for Rights and Responsibilities)
- Are **not** eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):
 - You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately _____ months towards this requirement.
 - You have not met the FMLA's 1,250-hours-worked requirement.
 - You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, contact _____ or view the FMLA poster located in _____.

[PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE]

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. **However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us by _____.** (If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances.) If sufficient information is not provided in a timely manner, your leave may be denied.

- Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request _____ is/_____ is not enclosed.
- Sufficient documentation to establish the required relationship between you and your family member.
- Other information needed: _____

No additional information requested

If your leave does qualify as FMLA leave you will have the following responsibilities while on FMLA leave (only checked blanks apply):

_____ Contact _____ at _____ to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

_____ You will be required to use your available paid _____ sick, _____ vacation, and/or _____ other leave during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.

_____ Due to your status within the company, you are considered a "key employee" as defined in the FMLA. As a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us. We _____ have/_____ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us.

_____ While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every _____. (Indicate interval of periodic reports, as appropriate for the particular leave situation).

If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on the reverse side of this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.

If your leave does qualify as FMLA leave you will have the following rights while on FMLA leave:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as:
 - _____ the calendar year (January – December).
 - _____ a fixed leave year based on _____.
 - _____ the 12-month period measured forward from the date of your first FMLA leave usage.
 - _____ a "rolling" 12-month period measured backward from the date of any FMLA leave usage.
- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered servicemember with a serious injury or illness. This single 12-month period commenced on _____.
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.
- If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA leave entitlement, you have the right to have _____ sick, _____ vacation, and/or _____ other leave run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA leave.

_____ For a copy of conditions applicable to sick/vacation/other leave usage please refer to _____ available at: _____.

_____ Applicable conditions for use of paid leave: _____

Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact:

_____ at _____.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**

APPENDIX “G”



TRANSITIONAL DUTY LETTER

[Date]

[Name]

[Mailing Address]

[City, State ZIP Code]

Dear _____:

At the time of release from your doctor [**Doctor's Name**], The City of West Wendover will offer transitional duty to you for the sole purpose of assisting your return to full duty as a [**Employee's position**] from [**date**] to [**date**]. Transitional duty is defined as a temporary assignment to assist you as an employee to transition to full-time status as a [**Employee's position**]. Transitional duties are based on the City of West Wendover's ability to provide you with meaningful and productive assignments while ensuring that the tasks can be accomplished with the medical limitations, and within a time limit specified by The City of West Wendover. If an employee is considered by the attending physician to be permanently unable to return to their pre-injury position, a transitional duty will not be offered.

Your medical provider will need to provide The City of West Wendover with your specific limitations (e.g., no climbing stairs, no sitting for a prolonged period of time, no driving, etc.) by [**date**].

Your status will be reviewed regularly based on the medical information provided.

As previously indicated to you by your claims adjuster, it is your responsibility to ensure that you have the necessary paperwork completed by [**Doctor's Name**] and yourself to keep the temporary total disability process going. At each visit to [**Doctor's Name**], you need to have the Workers' Compensation Form D-39, Physician's and Chiropractor's Progress Report Certification of Disability, (or approved equivalent) stating your work status, progress and/date you are expected to return to full-time duty as a [**Employee's position**] (job description attached).

You are also responsible for the completion of Workers' Compensation Form D-6, Injured Employee's Request for Compensation, for each payroll period. You also need to send this paperwork to claims adjuster so payment can be processed. For our records, The City of West Wendover is requesting a copy of all correspondence.

Sincerely,

Attachment(s) [if applicable]

cc: [if applicable]

Note: Under Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA), acquiring genetic information concerning an employee or the employee's family members is prohibited. As a result, this notice is being provided to ask that you do not provide any genetic information when responding to this request for medical information. Genetic information may include family medical history and/or results of a genetic test for you or your family.

APPENDIX ‘H’

CURRENTLY NO FORMS

APPENDIX ‘I’

CURRENTLY NO FORMS

APPENDIX “J”

**CITY OF WEST WENDOVER
FINAL EMPLOYEE APPRAISAL FORM**



SUPERVISOR:

EMPLOYEE:

**ENTER RATING (1 low, 5 high)
*You may use half ratings (e.g. 2.5, 3.5)**

1. INTERACTIONS/COMMUNICATIONS

Description: Includes interaction with supervisors, coworkers, other departments, citizens, & other governmental agencies; encompasses the areas of sensitivity, adaptability and written and oral communication.

Expectations: Interacts professionally and courteously with supervisors, coworkers, citizens and others; readily shares information and provides assistance; verbally communicates information in an understandable manner; written communications are consistently clear and accurate; demonstrates understanding of instructions; demonstrates tolerance in working with coworkers, others and with changes in job conditions; demonstrates tolerance of differing behaviors, customs and communication styles; understands and works toward group goals and objectives; encourages and is receptive to new ideas and procedures.

Additional Supervisory Expectations: Provides clear and concise directions and evaluations; is well prepared for presentations; is able to speak to small and large groups; confers with subordinates, supervisors and the public as appropriate; listens and responds in a manner that demonstrates understanding of ideas, information and opinions expressed.

CONSIDER	Description of Actions and Behaviors that Strengthened/Weakened Employee's Performance																				
N = needs work S = satisfactory E = excellent																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">N</td> <td style="width: 10%; text-align: center;">S</td> <td style="width: 10%; text-align: center;">E</td> <td>A. Relationships with the public, community and special interest groups, supervisors, coworkers and other organizations</td> </tr> <tr> <td style="text-align: center;">N</td> <td style="text-align: center;">S</td> <td style="text-align: center;">E</td> <td>B. Clarity of written and oral presentations.</td> </tr> <tr> <td style="text-align: center;">N</td> <td style="text-align: center;">S</td> <td style="text-align: center;">E</td> <td>C. Effectiveness/persuasiveness of communications.</td> </tr> <tr> <td style="text-align: center;">N</td> <td style="text-align: center;">S</td> <td style="text-align: center;">E</td> <td>D. Listening/responsiveness</td> </tr> <tr> <td style="text-align: center;">N</td> <td style="text-align: center;">S</td> <td style="text-align: center;">E</td> <td>E. Understanding and following instructions.</td> </tr> </table>	N	S	E	A. Relationships with the public, community and special interest groups, supervisors, coworkers and other organizations	N	S	E	B. Clarity of written and oral presentations.	N	S	E	C. Effectiveness/persuasiveness of communications.	N	S	E	D. Listening/responsiveness	N	S	E	E. Understanding and following instructions.	
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N	S	E	C. Effectiveness/persuasiveness of communications.																		
N	S	E	D. Listening/responsiveness																		
N	S	E	E. Understanding and following instructions.																		
OTHER COMMENTS																					

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ENTER RATING (1 low, 5 high)
***You may use half ratings (e.g. 2.5, 3.5)**

2. PERSONAL BEHAVIOR

Description: Addresses how the employee behaves in the workplace, including working as a team player.

Expectations: Behavior is a positive example for other staff; is present at work and meetings in a consistent and timely manner; dress and grooming is appropriate to position; is fair and impartial in dealing with others; exhibits sensitivity to ethical issues; responds appropriately to adverse and stressful situations; shows good judgment in a variety of circumstances; effectively adjusts to changing priorities and circumstances; demonstrates tolerance with work associates and job conditions; interactions with others are of the highest level of integrity and ethical conduct; sets strong personal examples by demonstrating respect for others and their ideas.

Additional Supervisory Expectations: Takes ownership for responsibilities and is accountable for actions; promotes and exhibits open commitment to teamwork; works to resolve interpersonal conflicts; displays cooperative behavior to other supervisors and subordinates; places team objectives ahead of personal agenda.

CONSIDER	Description of Actions and Behaviors that Strengthened/Weakened Employee's Performance
N = needs work S = satisfactory E = excellent	
N S E A. Reaction to change/flexibility	
N S E B. Use of judgment/work ethics	
N S E C. Work habits: attendance, cooperation, courtesy, punctuality	
N S E D. Appearance: grooming and Attire appropriate to position (neat, clean)	
N S E E. Reliability	
N S E F. Teamwork and support of others	

OTHER COMMENTS

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ENTER RATING (1 low, 5 high) *You may use half ratings (e.g. 2.5, 3.5)

3. PLANNING AND ORGANIZATION

Description: Includes anticipation of needs for use of time and other resources to consistently meet or exceed requirements for timeliness; work goals are consistent with the appropriate level of supervision.

Expectations: Uses time effectively; completes assignments on time; discerns priority assignments; identifies and selects appropriate alternatives; demonstrates problem-solving abilities for level of work/assignments; completes assignments and follows through; understands relationships between his/her position and other jobs, departments, agencies and the public; uses resources effectively; identifies and takes action to reduce the need for duplicate actions and for future use of resources.

Additional Supervisory Expectations: Is able to deal with multiple projects and prioritizes plans for them; directs activities and coordinates activities with other personnel and departments; is organized and knows status of all work activities; develops reasonable goals and objectives based on sound planning; demonstrates ability to manage costs by completing work within established budgets; solicits and effectively uses feedback from employees, customers and community.

CONSIDER	Description of Actions and Behaviors that Strengthened/Weakened Employee's Performance
N = needs work S = satisfactory E = excellent	
N S E A. Timing and effective completion of assigned work	
N S E B. Problem anticipation, problem solving, decision-making	
N S E C. Acceptance and performance of new and additional duties	
N S E D. Use of established procedures and instructions	
N S E E. Effective use of resources (e.g. tools equipment, materials, staff, budget)	
N S E F. Anticipation of equipment and material needs	

OTHER COMMENTS

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ENTER RATING (1 low, 5 high)
***You may use half ratings (e.g. 2.5, 3.5)**

4. DECISION MAKING

Description: Reasons, analyzes and evaluates information; looks beyond short-term results to long-term requirements and trade-offs; properly assesses situations and determines the correct course of action; knows when to ask for assistance.

Expectations: Uses good judgment and a common-sense approach to situations, particularly during stressful situations; requires minimal supervision; determines appropriate course of action and takes same; does not allow situations to further deteriorate; recognizes when to ask for assistance; anticipates situations and prepares for them; is capable of changing way of thinking and performing in conjunction with the needs of the department and the community; recognizes when circumstances dictate a change is necessary.

Additional Supervisory Expectations: Recognizes the various resources available and puts them to proper use when necessary; knows when to access additional resources including personnel and equipment to complete tasks; is decisive and convincing when making a decision; assures that there is no abuse of resources or equipment.

CONSIDER	Description of Actions and Behaviors that Strengthened/Weakened Employee's Performance
N = needs work S = satisfactory E = excellent N S E A. Use of good judgment; common sense approach N S E B. Ability to determine actions appropriate to situation N S E C. Ability to anticipate situations; consider consequences N S E D. Ability to adapt mindset to better serve department and community needs	

OTHER COMMENTS

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ENTER RATING (1 low, 5 high) *You may use half ratings (e.g. 2.5, 3.5)

5. QUANTITY AND QUALITY OF WORK
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Description: Completes quantity of work as required; quality of work is consistently accurate and thorough; necessary follow through is completed in a timely manner; accepts responsibility for successes and failures.

Expectations: Meets or exceeds expectations to measured outcomes for quantity and quality of work; regularly reports work progress and problems; seeks to assist the public in a myriad of recurring and unique questions and problems to satisfy customer needs; offers timely, effective and courteous service or assistance directly addressing customers' needs; proposes ideas for different goals, methods, or techniques of operation to improve work outcomes with limited risk and greater potential benefits.

Additional Supervisory Expectations: Develops work plans to meet objectives and goals - plans include assigning responsibilities that eliminate duplication of effort, services and programs; continuously monitors programs and services provided; utilizes benchmarking, technological innovations and related methods to measure and improve outcomes; communicates and promotes work improvement methods and processes; continually seeks new technologies and methods to improve quantity and quality of work and services.

CONSIDER	Description of Actions and Behaviors that Strengthened/Weakened Employee's Performance
N = needs work S = satisfactory E = excellent N S E A. Quantity of work and timely completion of tasks N S E B. Quality of work and services N S E C. Demonstration of efforts to improve work system, products, services N S E D. Display of positive interaction With customers; service oriented N S E E. Follow through on addressing concerns, answering questions, and solving problems	

OTHER COMMENTS

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ENTER RATING (1 low, 5 high)
***You may use half ratings (e.g. 2.5, 3.5)**

6. LEADERSHIP

Description: Assumes an innovative approach that improves current performance; challenges or questions status quo or traditional way of doing things in an effort to raise the bar; models behaviors that guide and focus the efforts of others; acts as a role model.

Expectations: Demonstrates the ability to get other people to work together effectively; is able to see the "big picture" and articulate how the pieces fit together; takes ownership for own activities; recognizes and appreciates individual differences; interacts with others objectively; is able to draw upon his/her own resources in assessing situations and taking or recommending appropriate action for resolution.

Additional Supervisory Expectations: Demonstrates the ability to motivate people to work effectively; articulates common vision/goals to employees; inspires enthusiasm; creates a supportive environment; facilitates productive discussions; demonstrates interest in employee successes and improvements; acts as a positive role model; regularly recognizes accomplishments; continually acts to promote employee improvement to perform at peak levels and to improve the efficiency and effectiveness of work processes

CONSIDER	Description of Actions and Behaviors that Strengthened/Weakened Employee's Performance
N = needs work S = satisfactory E = excellent	
N S E A. Broad orientation to work environment	
N S E B. Establishment of a positive example	
N S E C. Responsibility and accountability for own actions	
N S E D. Recognition of value and contribution of others	
N S E E. Ability to assess problems quickly and take appropriate action	
N S E F. Motivation and support of others	

OTHER COMMENTS

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ENTER RATING (1 low, 5 high)
***You may use half ratings (e.g. 2.5, 3.5)**

7. SAFETY

Description: Safety in the workplace is a concern relevant to every position. It includes day-to-day safety awareness, knowledge and application of safe work procedures and acceptance of responsibility for personal safety and that of others.

Expectations: Follows applicable safety regulations and procedures; operates equipment in a safe manner and according to department guidelines; promptly reports any defective equipment and unsafe working conditions; recognizes and addresses unsafe working conditions or practices; applies safe working practices in daily job duties; keeps abreast of current safety practices and techniques; promptly reports all injuries received on the job.

Additional Supervisory Expectations: Promotes workplace safety; monitors safety performance; initiates corrective action; conducts inspections and provides safety training when able; assists in developing and updating safety policies as necessary.

CONSIDER	Description of Actions and Behaviors that Strengthened/Weakened Employee's Performance
N = needs work S = satisfactory E = excellent	
N S E A. Knowledge of safety regulations applicable to the job	
N S E B. Use of equipment in a safe manner	
N S E C. Reporting of defective equipment and unsafe conditions	
N S E D. Reporting of any and all Personal injuries immediately	
N S E E. Advocating of safe work environment	

OTHER COMMENTS

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ENTER RATING (1 low, 5 high)
***You may use half ratings (e.g. 2.5, 3.5)**

8. TECHNICAL KNOWLEDGE – JOB SPECIFIC

Description: Includes application of methods, procedures and principles an employee must know and demonstration of the abilities an employee must possess to meet the responsibilities and requirements of the specific position; the extent to which the employee applies expertise gained from previous experience and training; the extent to which the employee needs and applies training; the technical quality of work performed.

Expectations: Maintains current technical knowledge and ability sufficient to manage work and complete assignments; actively pursues expanded mastery of knowledge and abilities in the duties and responsibilities of the position; demonstrates knowledge and skill in the operation of equipment required for job; maintains or enhances current expertise through training; keeps all licenses/certifications current; prepares complete and technically accurate reports or records when required.

Additional Supervisory Expectations: Applies knowledge of personnel policies and procedures; applies methods for motivating employees; demonstrates working knowledge of organization and operations; participates in professional/supervisory department initiatives; enhances own professional development.

CONSIDER	Description of Actions and Behaviors that Strengthened/Weakened Employee's Performance
N = needs work S = satisfactory E = excellent N S E A. Knowledge and application of policies, methods and procedures N S E B. Manual, equipment operation, and equipment maintenance N S E C. Knowledge of acceptable/completed work products N S E D. Currency of knowledge (e.g., training and licenses, when applicable)	

OTHER COMMENTS

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ENTER RATING (1 low, 5 high) *You may use half ratings (e.g. 2.5, 3.5)

9. CITY TRAINING/GOAL ACCOMPLISHMENT

Description: Includes participation by the employee in all Department and City-wide training programs/courses and the demonstration to meet the responsibility and requirements of training; employee's initiative to set goals both long and short-term for themselves professionally as well as their Department and City operations on whole; to achieve set goals and examine the effectiveness of goals.

Expectations: Attendance at training meetings, courses and other training curriculum to enhance the employees work performance and abilities; to set on a yearly basis individual and Departmental or City goals which can be achieved; examine and evaluate the results and plan future goals.

Additional Supervisory Expectations: Ability to apply training initiatives and materials learned in a supervisory capacity to employee groups/teams and apply learned methods to the development and enhancement of the organization and its operations; participate in appropriate supervisory training and initiatives. Provide development of more in-depth short and long-term goals for the organization; assist in the evaluation of such goals and produce self-initiatives for the professional development of one's supervisory capacity.

CONSIDER	Description of Actions and Behaviors that Strengthened/Weakened Employee's Performance
N = needs work S = satisfactory E = excellent N S E A. Currency and attendance of training courses/classes N S E B. Motivation to progress in one's professional development through offered training courses/classes N S E C. Producing and setting realistic individual and group goals N S E D. Achievement of goals and assessment of goals reached and goals not reached	

OTHER COMMENTS

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10. OVERALL PERFORMANCE	ENTER RATING (1 low, 5 high) *You may use half ratings (e.g. 2.5, 3.5)	
<p>Description: To arrive at an overall evaluation of the employee's performance, supervisors consider the relative importance of each work goal and competency with its relative weight. Moreover, supervisors should consider performance and accomplishment that furthered the goals/objectives of the organization, contributions above and beyond completion of basic work assignments and completion of or contribution to special projects.</p>		
<p align="center">Description of Actions and Behaviors that Strengthened/Weakened Employee's Performance and Goals Accomplished</p>	<p align="center">Employee Comments Regarding This Evaluation</p>	

GOALS AND CAREER DEVELOPMENT
<p>Description: Provide appropriate information with regard to the employee's career development and the review and evaluation of previous goals and the establishment of future goals.</p>
PREVIOUS GOALS
<p>FUTURE GOALS – 1 TO 3 YEARS Prioritize: (A) highest, (B) high, (C) important and so on</p>

GOALS AND CAREER DEVELOPMENT (CONTINUED)		
Employee's current position (by Title):		
Employee's previous position (by Title, up to 2 previous):		
In the Employee's career development what is his/her next logical position and when would the employee be ready to accept such a position (by Title)		
What future position does the employee aspire to reach w/in the organization? (by Title)		
What future training (department specific) does the Employee need to advance or enhance their current position? (by Title or Subject and Date if applicable)		
What future City-wide training would this Employee like to see offered? (by Title or Subject)		
Other General Comments with Regard to Goals and Career Development		

Employee:

Who's Position Title Is:

Has An Overall Rating Of (MAX): _____

And Thus Has A Performance Ranking Of: _____

<p>PERFORMANCE EVALUATION RANKINGS ARE:</p> <p>90% and above = Pursuit of excellence 80% to 89% = Outstanding 70 to 79% = Satisfactory 60 to 69% = Improvement Required Below 60% = Failing</p>

Employee Signature: _____

Date: ____/____/____

Supervisor Signature: _____

Date: ____/____/____

Department Head Signature: _____

Date: ____/____/____

City Manager/Director H.R.: _____

Date: ____/____/____



LET'S T.A.L.K. PREPARATION FORM

Instructions: Use the space below to record your insights for applying each of the steps to conduct a performance management meeting.

T-Tell it like you see it.

- Relate importance of discussion.
- Be specific and concise.
- Focus on problem, not employee.

What will you say to open the discussion?

How will you focus on the problem, not the employee?

A-Ask for feedback

- Ask for employee's ideas about cause of the problem.
- Ask open-ended questions.
- Summarize important points.

How will you identify the causes of the problem?

What open-ended questions will you ask?

L-Lead toward a solution

- Seek employee’s solution(s) first.
- Identify specific actions including who, what, and when.
- Weigh pros and cons.

What will you ask to get the employee’s input/ideas?

What will you say to ensure to the employee that you understood his/her ideas?

K-Keep at it until it sticks

- Be sincere.
- Be specific.
- Express confidence.

What will you say to finish on a positive note?

APPENDIX “K”

APPENDIX “K”

**CITY OF WEST WENDOVER
POLICY VIOLATION REPORT**

*Amended 06-11-2010



Today's Date: This is a Verbal Warning Written Warning/Reprimand
Suspension Demotion Termination

Employee Name: Employee I.D. No: Department: Shift:

Date of Violation: Time of Violation: Place of Violation: Day
Swing
Grave

VIOLATION INFORMATION (check all that apply)

- Alcohol/Drug Use Attendance/Tardiness Behavior Carelessness Conduct
- Substandard Work Work Rule Violation Fighting Safety Union Contract Breach
- Other (specify)

Any previous violations of this type? YES NO If yes, what was the previous date or dates:

POLICY STATEMENT AND DETAILS OF VIOLATION

A. Specify the Particular Policy Violation and/or Related Performance and What Action is Being Taken *:

B. Indicate the Standards Which are not Being Met:

C. How Can the Employee Improve to Meet the Standards and in What Time Frame:

D. Indicate Future Discipline Which may be Taken if the Standard(s) Are Not Met:

EMPLOYEE STATEMENT

I agree with the policy violation statement

I do not agree with the policy violation statement

Comments:

Employee Signature Date Supervisor Signature Date

Witness Signature (if required) Date

(STATEMENTS MAY BE CONTINUED ON ADDITIONAL PAGE)

POLICY VIOLATION REPORT (CONTINUED)

ADDITIONAL INFORMATION/STATEMENT

Supervisor Comments:

Employee Comments:

Date:

Employee Initials

Supervisor Initials

Witness Initials (if required)

APPENDIX “L”

CURRENTLY NO FORMS

APPENDIX “M”

CURRENTLY NO FORMS