



EMPLOYEE HANDBOOK

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City of Angleton, Texas EMPLOYEE HANDBOOK

I. FORWARD

To all employees of the City of Angleton, Texas:

This EMPLOYEE HANDBOOK is intended to give you information about the main features of our employment policies, benefits, and certain other general information. It does not and is not intended to cover these matters in detail, or serve as a contract between you and the City of Angleton. These rules are designed to provide fair and equitable guidelines in the process of recruitment, selection, placement, training and performance evaluation of all City employees.

As a matter of policy, the employer does not generally enter into written or oral contracts or agreements guaranteeing employment or compensation for any particular period of time with any individual employee. No employee is authorized to make guarantees of employment or compensation. Employment with the City of Angleton is at-will; that is, employment may be terminated with or without cause, and with or without notice, at any time by the employee or by the City of Angleton. Nothing in the Employee Handbook, or any other document or statement, shall limit the right to terminate employment at-will. No express or implied agreement to the contrary may be made unless it is made by the City Council or City Manager of the City of Angleton, the agreement is in writing, signed by all parties and approved by formal action of the City Council of the City of Angleton.

The City of Angleton is an equal opportunity employer, and does not discriminate against any person because of race, creed, color, national origin, age, sex, marital status, handicap, political affiliation or religious belief, except when such status constitutes a bona fide occupational qualification necessary for proper and efficient job performance in compliance with local, state or federal laws of applicable jurisdiction. The City of Angleton is firmly committed to compliance with all provisions of the Fair Labor Standards Act.

II. AUTHORITY AND APPLICABILITY

These rules shall apply to all City employees, except as specified herein, or where inconsistent with City ordinance, City Charter, state or federal laws. The City Manager shall be responsible for the application of these rules, and shall constitute the final administrative authority in their interpretation and enforcement.

III. AMENDMENTS TO PERSONNEL POLICIES AND PROCEDURES

The Personnel Policies and Procedures may be amended by the City Manager from time to time. Such amendments will be incorporated into this manual, and copies distributed to all employees. It is the duty of each employee to read and become familiar with these rules. Amendments to policies pertaining to the level of wages, benefits and other issues with budgetary impact shall be approved by the City Council.

IV. PERSONNEL RECORDS

The Human Resources Office shall maintain personal work history records of each employee. Records shall be maintained on inactive employees for at least two years after termination. An employee's records are available for inspection in the Human Resources Office by the employee, and individuals authorized by the employee, his/her immediate supervisor, department head or designee. In response to requests by agencies or individuals outside the city government, the Human Resources Office will release only that employment history information which is public record, or which is required by law to be released, or which, if released will not violate the employee's right to privacy.

V. DEFINITIONS

1. **ANNIVERSARY DATE:** The date recognized as being a full year, or multiple years, from the date of initial employment.
2. **COMPENSATORY TIME:** Paid time off in lieu of paid overtime.
3. **DEPARTMENT HEAD:** A person responsible for the administration of one Department.
4. **DIRECTOR:** A person appointed by and directly responsible to the City Manager for overall management of one or more departments.
5. **EXEMPT EMPLOYEE:** An employee who receives a monthly salary, and is classified "executive, administrative or professional" as defined by the Fair Labor Standards Act. All non-Exempt employees are paid on an hourly basis.
6. **FULL-TIME EMPLOYEE:** An employee who works 40 hours per workweek, or as otherwise scheduled in departments with special work hours or shifts.
7. **LAYOFF:** A termination of the employment relationship by the City for reasons beyond the control of an employee and not reflecting discredit to the employee.
8. **PART-TIME EMPLOYEE:** An employee who shall not exceed 30 work hours per week.

9. **REGULAR PART-TIME (RPT) EMPLOYEE:** An employee who is budgeted to work no more than 30 work hours per week for at least 40 weeks per year.
10. **PROMOTION:** The assignment of an employee from a position in one pay grade to a position in another pay grade having a higher minimum wage
11. **SAFETY-SENSITIVE or SAFETY-SECURITY SENSITIVE:** Those positions that contain duties that are routinely performed as a part of that position which could reasonably be expected to affect the health, safety and security of others, including the care or welfare of children or senior citizens. A position whose job duties involve such a risk of injury to others that even a momentary lapse of attention can have disastrous consequences, where a single slip-up may have irremediable consequences. This includes, but is not limited to temporary, part-time, probationary and regular full-time employees who perform the duties of a safety-sensitive position only occasionally, intermittently or during an emergency. Safety-sensitive positions are listed in the Exhibit A of the City of Angleton Alcohol and Substance Abuse Policy.
12. **STANDBY:** When an employee is required to be available during off-duty hours for possible emergencies, which require the employee to work.
13. **TEMPORARY EMPLOYEE:** An employee who is hired for seasonal work or for a specific task project, or time period, or an employee who is informed at or before being hired that the employee is temporary. Such employees are not eligible for the same fringe benefits available to regular, full-time employees.

VI. RECRUITMENT

When a vacancy occurs in the City service, an announcement of such vacancy shall be posted in City Hall for public inspection, on the City web page and all City departments shall be notified. The vacancy announcement shall specify the job title, nature of the job, required qualifications, deadline for ensuring an application is considered, and such other information as may be deemed pertinent by the City Manager. Each announcement shall contain a statement that Angleton is an equal opportunity employer and a statement notifying applicants of the City's policy to test for illegal drug use. In order to obtain sufficient applications from qualified persons, the vacancy notice may be sent to various appropriate publications, or advertised in other manners appropriate to attract qualified persons for the vacant position.

VII. SELECTION

1. **HIRING CRITERIA:** To be hired into the city service, an applicant must meet the following criteria:
 - A. Fill out a job application. A resume will be accepted in addition to the application, but not in lieu of an application. Falsification of any information supplied shall be cause for a determination not to hire or if discovered after hiring, for immediate dismissal.
 - B. Be at least seventeen (17) years of age for full-time positions,
 - C. Possess a valid Texas motor vehicle operator's license, or an acceptable alternate means of transportation.
 - D. An applicant for a full-time position must pass a physical examination and be mentally and physically capable of performing the duties of the position applied for.

- E. All applicants for full-time and part-time safety-sensitive positions must pass a drug screening test as described in Attachment B of this Handbook.
- F. In addition to the above criteria, all Certified Law Enforcement Officers of the City of Angleton with the rank of Sergeant and below are also subject to the criteria established in the Angleton Police Department Policies and Procedures Manual and the following hiring procedure.
- G. All applicants shall be subject to a background investigation.
- H. Employee applicants who apply for or are to be promoted or are transferred or assigned into a safety-sensitive position or a position which requires or could require operation of a commercial motor vehicle will be subject to pre-employment drug and alcohol testing, the same as any other applicant.
- I. Effective March 18, 2016, employees in positions that have been classified to be “safety-sensitive” after the employee was hired, shall submit to a pre-assignment drug/alcohol test as a condition of continued employment. If the drug/alcohol test is positive, the employee shall be terminated.

2. CRIMINAL HISTORY

- A. PURPOSE AND SCOPE. To establish standards of safety and minimize the City’s liability.
- B. POLICY. Conditional offers of employment and continued employment are contingent upon receipt and review of the applicant/employee’s criminal history record. An applicant may be disqualified, or an employee may be transferred, demoted, or terminated if it is found that the applicant/employee has a criminal history record that is inappropriate for the position.

i) In the interest of public safety and welfare, the City may consider all aspects of criminal history, whether it resulted in a fine, imprisonment, deferred adjudication, probation, community supervision, parole, or other disposition. The following facts will be considered in determining whether the criminal offense is inappropriate for the position in question:

- a) The nature of the position applied (e.g. does it involve children, handling money, access to private information which may easily be converted into fraudulent use, going into homes and businesses, operating heavy machinery);
- b) The nature of the offense (e.g. did it involve children, theft, fraud, DWI, etc.);
- c) Opportunity the job will give for repetition of a similar crime documented in the applicant’s history;
- d) Remoteness of the criminal activity (e.g. recently or 15 years ago);
- e) Significance of the criminal activity (e.g. grade: felony vs. misdemeanor; type: property crime vs. persons crime; number: few vs. many);
- f) Age at the time of the criminal activity;
- g) Evidence of lifestyle before and after the criminal activity; and

- h) Whether the employee or applicant acknowledged the offense in a timely manner.
- ii) Employees must immediately report to their Department Head any arrest, charge, or indictment, whether related to on-duty or off-duty events. The Department Head will, in turn, immediately notify the City Manager regarding all related incidences.

During the pendency of any charges, the above criteria in B.(i) will be used to determine whether the employee will remain in their current position, be transferred, demoted, or separated or given time off work in a paid or unpaid status or terminated. An employee who fails to timely report the event under this section may be disciplined up to and including termination. The burden to provide proof to change a determination under this policy is placed on the employee.

The employee should keep the supervisor informed and updated of the status, where charges or an indictment is pending on the disposition of the charges. Court documents, attorney letters, or any legal documents should be provided to their supervisor as to the final disposition of the charges. The supervisor should provide the Department Head and City Manager with information regarding the final disposition of the charges, at which time the Department Head should provide the supervisor with a decision regarding the impact of current employment status.

3. CERTIFIED LAW ENFORCEMENT OFFICERS OF THE CITY OF ANGLETON

- A. Background Investigation** - All applicants shall be subject to a rigid background investigation pursuant to the standards of the Texas Commission on Law Enforcement Officer Standards and Education (T.C.L.E.O.S.E.)
- B. Testing** - All qualified applicants shall be tested to determine their basic qualifications for the job. Said test shall be prepared by or under the direction of the Chief of Police. Those applicants who score 70% or more shall proceed to Step 3 below.
- C. Review Board** - All applicants who successfully comply with the previous guidelines shall be interviewed and screened by a review board. Said review board shall consist of at least three (3) and not more than five (5) persons, appointed by the Chief of Police. After interviewing and screening, the Review Board may recommend up to three (3) applicants to the Chief of Police, ranking said applicants in order based upon qualifications, test score, and interview.
- D. Exceptions** - In the event there is an opening and there is an emergency, as determined by the Chief of Police, any person who has previously worked as a police officer is eligible to be hired without the necessity of Steps 1 through 3 listed above.

4. EMPLOYMENT AT-WILL

Regardless of any other provision of these regulations, or of any agreement, all employees of the City are hired for an indefinite period of time. The City cannot guarantee a job to anyone, and reserves the right to terminate or amend an employment relationship under the employment at-will doctrine. Regardless of any other provision of these regulations or any agreement, no employee shall have a property right, liberty interest, or vested interest in employment with the City of Angleton.

5. PREFERENCE

Existing employees of the City may be given preference for all job vacancies, as long as the job requirements are met.

6. RESIDENCY

Residency within the city limits is not required, but is encouraged. Employees may be required to reside within reasonable commuting range of their place of work, particularly those employees who may be required to serve on standby duty. Employees required to serve on standby will need to reside within a 30 minute radius of their assigned duty post.

7. NEPOTISM

No person related within the first and second degree by affinity (marriage), or within the first, second and third degree by consanguinity (blood) to any elected officer of the City or to the City Manager or Assistant City Manager shall be appointed to any paid position that is directly or indirectly compensated from public funds or fees.

The prohibition noted in A. above shall not apply to persons who have been continuously employed by the City for a period of six months prior to the election of the Mayor or Council member or for a period of 30 days prior to the appointment of the City Manager or Assistant City Manager.

8. NON-FRATERNIZATION

Supervisors are prohibited from dating or have any involvement of a romantic nature with subordinates.

9. PHYSICAL EXAMINATION

As a condition of initial employment, the City shall require a candidate for a full-time position for employment to undergo a physical examination by a physician of the City's choice and at the City's expense. The City may likewise require existing employees to undergo a physical examination to determine any physical or mental limitations, which might adversely affect job performance. The City reserves the right to act upon the results of such examination.

VIII. CONDITIONS OF EMPLOYMENT

1. PROBATION

- A. Every person who is appointed, promoted, demoted, or transferred shall be required to serve a six (6) month probationary period, unless otherwise specified by law or special departmental requirement. A probation period of six (6) months or less may also be used as a disciplinary tool for existing employees. This period of time shall be used to determine the suitability of an employee for regular, full-time status, in the position.
- B. Probationary employees may be separated or demoted from the city service at any time without right of appeal.
- C. The probationary period of a newly hired employee shall be included in calculating the length of employment for purposes of benefits, however, the probationary period must be successfully completed in order for the new employee to receive any benefits based on length of employment.
- D. Only time worked counts toward completion of the probationary period and toward other employee benefits. Probation shall be extended by the number of days an employee is absent for any reason.
- E. Two weeks prior to the end of the probation period, a performance evaluation shall be made to determine if the employee is suitable for appointment as a regular, full-time employee.
- F. If a probationary employee is judged not to merit continuation on the job at any time during the probationary period, such employee shall be separated from the city service without recourse. A promoted, demoted or transferred employee who fails probation may, at the City's discretion, be returned to the employee's former position or status or to any other type of job for which the employee is qualified, provided a vacancy exists. Failure of probation, when not used as a disciplinary tool, shall not be considered a disciplinary measure. Upon separation or demotion, the probationary employee may, at the option of the City Manager, be afforded an interview with his Department Head and the Department Head shall advise said employee of his deficiencies in that position.

2. ATTENDANCE

All employees shall be at their assigned place of work during regular work hours or as established by departmental rules. Each department head shall be responsible for maintaining accurate time and attendance records for their employees.

3. WORK WEEK

The normal work week shall be Sunday through Saturday.

4. BREAKS

This Employee Handbook does not provide for scheduled breaks for employees. Individual Departments, with the approval of the City Manager, may establish an employee break policy depending on their work schedule.

5. OUTSIDE EMPLOYMENT

In order to maintain efficient City operations, City employees must refrain from engaging in any form of outside employment, which means any employment besides City employment, which is in conflict with their City employment, which gives the appearance of being in conflict with their City employment, or which may prevent them from performing an efficient full day's work for the City.

Prior to accepting outside employment, a City employee is responsible for completing and submitting an Outside Employment Request Form (Form) to his/her department head for approval of outside employment. The employee is responsible for resubmitting another Form whenever the type of work changes, the number of hours worked per week changes or when other changes occur that differ significantly from the original Form filed. It is the responsibility to submit a new request by January 31 of each calendar year. The employee's department head will be responsible for reviewing and responding to the employee. Factors considered in evaluating the request may include, but are not limited to, potential for actual or perceived conflict of interest, the number of hours to be worked and the potential for reduced productivity of the employee. The original completed Form of the approved request will be maintained in the employee's personnel file, one copy will be maintained by the employee's department and one copy will be provided to the employee.

6. WORK STANDARDS (Prohibitions Involving Alcohol and Drug Use/Abuse)

For purposes of this provision, the following definitions apply:

Impaired. When any of a person's mental or physical abilities are adversely affected by his/her use of drugs, including alcohol or other mind-altering substances.

Drugs. Include illegal drugs and/or controlled substances, prescription drugs, alcohol, over-the-counter medications, and other mind-altering substances, including but not limited to synthetic cannabinoids, salvia divinorum, herbs, incense, K2, spice or any blend thereof.

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

Alcohol use. The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

A. No employee shall report to work or engage in any City activity, including operating City-owned or leased vehicles or equipment while impaired, under the influence of or while having present in his or her body any drug, alcohol, mind-altering substance or other substance or medication that may adversely affect the person's ability to work or perform their duties in a safe, productive or efficient manner.

B. The following activities are also prohibited and will subject the employee to disciplinary action, up to and including termination:

- i) Failure to report to the Department Head the use of a prescription drug or over-the-counter medication which may impair the employee's behavior or physical ability to safely and fully perform assigned duties, and failure to provide written pharmaceutical information on

the prescription drug or over-the-counter medications used, or failure to provide a written statement by the employee's physician that the prescription drug or over-the-counter medication is safe to use while performing his/her assigned job functions.

- ii) Unauthorized use or possession of alcohol or drugs while on any City premises or worksite and/or during working hours, including lunch and break times.
- iii) Being under the influence of alcohol or drugs while on any City premises or worksite and/or during working hours, including lunch and break times.
- iv) Unauthorized storing of any illegal drug, drug paraphernalia, alcohol or drugs in a locker, desk, vehicle, equipment, or any other City premises or worksites.
- v) Use of alcohol or drugs off City premises or worksites during off-duty hours which affects the employee's ability to safely and fully perform assigned job duties, renders the employee a danger to self or others at work, or which brings discredit upon the City or the public service.
- vi) Refusal to submit to an inspection of any desk, locker, or other City property, premises, or worksites under an employee's control when asked to do so by a supervisor, Department Head or designee or City investigator.
- vii) Public conduct at any time involving alcohol, illegal drugs, drugs, or any mind-altering substances under circumstances which bring discredit upon the City or the public service.
- viii) Failure to notify the Department Head in writing of any arrest, conviction, probation, deferred adjudication or pre-trial diversion under any criminal drug statute at the beginning of the next work shift after such event or finding.
- ix) Taking, using or being under the influence of a prescribed medication in a manner or dosage other than as prescribed.
- x) Failure to keep prescribed medicine in its original container or to provide other proof of identification of drug prescription and prescribing physician.
- xi) Failure of a City employee to report the use or possession on City premises or worksites, and/or during work hours, including lunch and break times, of an illegal drug, unauthorized alcoholic beverage, drug or mind-altering substance by another City employee.
- xii) Failure of a City employee to report the existence of an unauthorized alcoholic beverage, illegal drug, drug or mind-altering substance on City premises or worksites.
- xiii) Conviction under any criminal drug statute.

C. It shall be the duty of each employee to maintain high standards of customer service, cooperation, efficiency, and economy in the employee's work for the City. If work habits, attitude, production and/or personal conduct of an employee falls below appropriate standards, the employee's supervisor shall point out these deficiencies at the time of observation. Counseling the employee in sufficient time for improvement should ordinarily precede formal disciplinary action, but

nothing shall prevent immediate action when the interest of the City requires it, in the judgment of the employee's supervisor or the City Manager.

7. POLITICAL ACTIVITY

A. Political Activities

- i) While in uniform or on active duty, an employee of the City may not engage in a political activity related to a campaign for elected office or a political issue or measure other than casting their vote.
- ii) For purposes of this section, a person is "in uniform" when wearing City-issued clothing or any clothing, hat, pin, label, insignia, or other item that identifies the individual as an employee or representative of the City of Angleton.
- iii) For purposes of this section, a person engages in a political activity if the person:
 - a) Makes a public political speech supporting or opposing a candidate, a political issue or a measure;
 - b) Distributes a card or other political literature relating to the campaign of a candidate, a political issue or a measure;
 - c) Wears a campaign button;
 - d) Circulates or signs a petition for a candidate, political issue or a measure;
 - e) Solicits votes for a candidate, political issue or a measure; or
 - f) Solicits campaign contributions for a candidate, political issue or a measure.
- iv) While out of uniform or not on active duty, an employee may engage in political activity relating to a campaign for an elected office, a political issue or measure, including each activity listed by Subsection A.iii and his or her right to express an opinion or to cast a vote as a citizen shall not be limited.
- v) The City may not restrict the right of an employee to engage in a political activity permitted by this policy.

B. Political Candidacy by City Employees

The following shall apply when City Employees seek elected office:

- i) A City Employee seeking election to the City of Angleton City Council must resign their employment with the City of Angleton upon becoming a candidate for public office.
- ii) A City Employee may seek election to a partisan political office. If elected or appointed to political office (such as city council for another city, county commissioner, etc.), and such office is clearly inconsistent, incompatible or in conflict with his or her duties as a City

employee, the employee shall terminate city employment prior to assuming the elected or appointed office.

- iii) A City employee may be a candidate for a nonpartisan board and if elected or appointed, may continue their City employment. However, if such office is clearly inconsistent, incompatible or in conflict with her or her duties as a city employee, the employee shall terminate city employment prior to assuming the elected or appointed position.

8. PERSONAL APPEARANCE

All employees, regardless of work location and degree of public contact, are expected to dress appropriately and in good taste. Employees are expected to maintain a pleasing general appearance at all times. Department Heads may establish more specific rules.

9. PHYSICAL FITNESS

It shall be the responsibility of each employee to maintain the standards of physical fitness necessary for efficient job performance.

10. USE OF AUTHORITY

No employee shall use or permit the use of their position, uniform, insignia, vehicle, or other city identification for any reasons other than the regular performance of their official duties.

11. GIFTS

No employee shall solicit, accept or agree to accept any gift for himself or herself or his or her family or friends which is attributable in whole or in part to his or her association with the City. This includes gifts of money, property, service or other things of value from any course except by or through the City's compensation plan and benefits accruing to an employee under this Personnel Manual.

The prohibition of acceptance of gifts does not apply to requests for free easements, park sites, foundation grants or anything which is intended to benefit the City at large. Nothing required herein shall be construed to permit what is otherwise prohibited behavior current law or to authorize acceptance of any gift which may give even an appearance of impropriety.

12. CONFLICT OF INTEREST

No employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services except under the following conditions:

- A. when done on behalf of the City as an employee;
- B. when it involves an eminent domain action; or
- C. when involving contracts, transactions, or other matters which by their terms and by the substance of their provisions confer the opportunity and right to

realize the accrual of similar benefits to all other persons and/or property similarly situated.

13. USE OF CITY PROPERTY

- A. No employee shall request or permit the unauthorized use of city-owned or City-leased vehicles or equipment, materials or personal property for personal convenience or profit. City property may only be used, with prior permission of the City Manager for authorized City functions when in the interest of the health, safety and welfare of the public.
- B. City employees who do not receive a car allowance are encouraged to use a City Fleet vehicle to travel to City-related conferences and training. An employee may be allowed to use his/her personal vehicle to travel to City-related training only after (1) the employee provides the City Attorney proof of the minimum statutorily required automobile insurance coverage on the vehicle employee will drive; (2) the employee has a clear understanding that his/her personal automobile insurance will be the primary insurance coverage in the event of an accident; and (3) the employee receives written permission from his/her department head to use the personal vehicle.
- C. Computer Use Policy – See Attachment G.

14. CITY VEHICLES (OWNED OR LEASED)

- A. Employees who operate a city vehicle shall not use such vehicle for any purpose not related to city business. Vehicle operators must have a valid Texas Operator's License and must observe traffic laws at all time. All City employees must be secured by safety belts at all times while the vehicle or equipment is being operated.
- B. Employees who are assigned tools or equipment are responsible for their care and maintenance. Employees who lose, abuse or negligently damage such tools or equipment in their care may be required to pay for the damage or replacement costs. Any cost of \$100.00 or less shall be deducted from the employee's next scheduled payroll check and must be paid within thirty days. Any cost exceeding \$100.00 shall be reimbursed by a payroll deduction according to a plan approved by the City Manager, which plan shall be followed until full restitution is made. All such payroll deductions shall conform to the Texas Pay Day Law.
- C. There shall be no use of tobacco products inside any City owned or leased vehicle or while operating any machinery or equipment.
- D. Employees who operate City vehicles shall only carry such passengers as are required for the performance of City business, or when other civic or social activities are in the best interest of the City as determined by the City Manager or department head.
- E. Employees who are issued City vehicles should reside within a 30 minute radius from their assigned duty post.
- F. Employees may not use cell phones or hand-held computer devices while operating vehicles and equipment owned or leased by the City or while operating a privately owned vehicle while on duty.

15. SOLICITATION

City employees shall not be permitted to solicit funds for any purpose on the job without the express written approval of the Department Head and the City Manager. No employee may be required to make any contribution nor may an employee be penalized in any way in connection with his or her employment as a result of his or her response to a solicitation.

16. LABOR ACTIVITY

- A. Employees shall have the right to join labor organizations, but the City shall not be compelled to engage in collective bargaining.
- B. Employees shall not engage in any work stoppage, slowdown, unauthorized failure to report for duty, or otherwise abstain in whole or in part from the full and faithful performance of the duties of employment for the purpose of inducing, influencing or coercing a change in these regulations or any other condition or employment.

17. SEXUAL HARRASSMENT (See Attachment A)

Sexual Harassment is a form of gender-based discrimination prohibited by Title VII of the Civil Rights Act of 1964. The two most common forms of sexual harassment are: (1) when an employer/supervisor forces an employee to choose between the job and sexual demands; and (2) a hostile work environment occurs when there is a repeated pattern of verbally abusive, threatening, crude, impolite, or various other types of unprofessional conduct that impairs an employee's ability to perform a job. General statements concerning the City's sexual harassment policy are provided below. However, a more detailed outline of the City's harassment policy, including sexual harassment, is provided in Attachment A of this Employee Handbook.

- A. **CITY POLICY:** The City of Angleton is committed to maintaining a work environment free from sexual harassment for all employees. Business decisions, regarding employment, transfers, promotions, termination, or any other conditions of employment based on conduct of a sexual nature will not be tolerated.
- B. **RESPONSIBILITY:** Supervisors are responsible for creating an atmosphere free from sexual harassment as well as to ensure the application of this policy. This includes informing all employees of the policy on sexual harassment and making a strong statement that unprofessional behavior that creates a hostile work environment will not be tolerated.

18. OTHER FORMS OF HARASSMENT/DEALINGS WITH PUBLIC:

All employees have the right to perform their duties in an environment free from intimidation or illegal harassment from any person, or for any purpose, including sexual harassment. In addition, all citizens or members of the public, have an expectation that their dealings with City employees will be free from intimidation, threats or harassment of any nature. Employees are required to treat all citizens with politeness and courtesy at all times. Personal, verbal or physical abuse, or the use of foul language need not be tolerated. In such instances, employees shall not retaliate. They shall immediately report the matter to their supervisor. A more detailed outline of the City's harassment policy is provided in Attachment A of this Employee Handbook.

19. USE OF TOBACCO IN WORKPLACE

The use of all tobacco products is prohibited on City property at all times, unless used in designated areas and only during regularly scheduled breaks and lunch. All tobacco waste will be properly disposed of by the employee and no waste will be disposed of on the ground. Use of tobacco products is prohibited at all other times during the work day.

The definition of City property for the purposes of this policy included all land, buildings, structures, parking lots and vehicles or equipment owned by or leased to the City and any area, including customer property, where a staff member is engaged in City business. Tobacco products include but are not limited to any products or preparation containing tobacco, including cigarettes, cigars, pipe tobacco, chewing tobacco, snuff and smokeless tobacco.

Any failure to comply with this policy will result in disciplinary action and a total ban of use of tobacco products by that person who violates the policy.

IX. PERSONNEL ACTIONS

1. PROMOTIONS

A promotion involves a change in job title and an increase in job duties and pay. Promotions shall be based on the needs of the City, and not merely for the purpose of increasing the compensation to an individual.

Employee applicants who apply for or are to be promoted or are transferred or assigned into a safety-sensitive position or a position which requires or could require operation of a commercial motor vehicle will be subject to pre-employment drug and alcohol testing, the same as any other applicant.

A six (6) month probationary period shall be served in the new position.

If the supervisor or the employee is not satisfied in any way during the probationary period, the employee may ask for a transfer back to the former position, providing it has not been filled and the respective Department Head and City Manager approve the return to the former position. If the employee's former position is no longer vacant, the employee may be separated from employment with the City.

2. DEMOTIONS

A demotion involves a change in job title and a decrease in job duties and pay. Demotions may be based on the needs of the City, as a disciplinary action, or at the request of an employee.

Employees who are demoted into a safety-sensitive position or a position which requires or could require operation of a commercial motor vehicle will be subject to pre-employment drug and alcohol testing, the same as any other applicant.

3. RESIGNATION

Any employee wishing to leave the City service in good standing shall file a written resignation with their department head giving at least two weeks notice. Failure to do so could be cause for denial of compensation benefits such as PTO/vacation and consideration for re-employment.

4. TRANSFER

An employee may be moved from one job assignment to another, based on administrative convenience, at the request of the employee or efficiency of work. A transfer may or may not result in a change of job title or compensation.

Employee applicants who apply for or are to be promoted or are transferred or assigned into a safety-sensitive position or a position which requires or could require operation of a commercial motor vehicle will be subject to pre-employment drug and alcohol testing, the same as any other applicant.

A six (6) month probationary period shall be served in the new position.

If the employee's former position is no longer vacant, the employee may be separated from employment with the City.

5. FURLOUGH

A. An employee may be laid off from the City service because of an organizational change, lack of funds, or lack of work. Although length of service with the City shall be a factor when layoffs are considered, the primary basis shall be demonstrated performance and value to the City, with the most proficient employees retained the longest. If possible, a two-week's notice shall be given to regular, full-time employees prior to lay-off.

B. An employee may be separated from the service of the City for medical reasons when the employee no longer meets the physical or mental standards of fitness required for the position. Separation for incapacity shall not be considered disciplinary action and shall not be cause to deny an employee any leave or benefits to which he may be eligible.

6. RE-HIRE

An employee who resigns from the City in good standing may be considered at any time for re-hire if a position is available. The employee must remain mentally and physically qualified and pass a physical exam, as required by all candidates for employment. A drug and alcohol test shall be required of all re-hires for full-time or part-time safety sensitive positions. The re-hire must be in the best interest of the City and must be approved by the City Manager.

If six (6) months has passed since prior employment, only full-time employees must have a medical examination. Employee will be considered a new hire.

X. SAFETY (Safety Policy - See Attachment D)

1. EMPLOYEE RESPONSIBILITY

It shall be in the responsibility of all employees to follow established safety guidelines and policies. It will be their responsibility to use City equipment and facilities in a safe and reasonable manner.

2. ACCIDENTS

A. Any employee involved in an accident while at work for the City or involving City personnel, equipment, facilities, or property shall immediately report it to their immediate supervisor. When motorized equipment is involved, the Police Department shall also be notified. Supervisors will promptly provide a complete accident report to their department head. The department head will then notify the City Manager.

When employees are involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event will be subject to completing a screening for the presence of drugs and/or alcohol in their system.

As soon as practical following an accident an employee involved in a work-related accident or traffic accident while on duty and operating either a City owned or leased vehicle or the employee's privately-owned vehicle while conducting City business, shall be required to submit to an alcohol and controlled substances test, if:

1. The accident resulted in a fatality; or
2. The accident resulted in bodily injury with immediate medical treatment away from the scene and the employee received a citation for a moving violation; or
3. The accident caused disabling damage to any motor vehicle requiring it to be towed away and the employee received a citation for a moving violation; or
4. The employee is arrested for driving under the influence (DUI), driving while intoxicated (DWI), or public intoxication (PI).

Any employee who refuses screening for the presence of drugs and/or alcohol will be subject to immediate termination.

B. The employee who is the responsible party for the accident shall pay for damage or loss to any private or City property or equipment, which is caused by the employee's negligence, carelessness or abuse of equipment or property. Employee agrees to authorize payroll deductions to cover damages incurred as a result of their conduct. Any such cost of \$100.00 or less shall be deducted from the employee's paycheck within 30 days of the loss. If over \$100.00, payroll deductions shall be according to the plan approved by the City Manager until full restitution is made by the employee. All such payroll deductions shall conform to the Texas Pay Day Law.

3. INJURIES

An employee who is injured on the job, whether minor or serious, will receive immediate and appropriate medical treatment. Unless physically impossible, an employee injured on the job should first notify his department supervisor of the

injury immediately, and then submit a report to the supervisor. All details of the incident, including names and contact information of witnesses shall be given. Failure to immediately report an injury may be the cause for loss of medical or other benefits. If it is a minor injury that does not require immediate emergency medical service providers, the employee's supervisor shall transport the employee to a medical facility. If a serious injury, immediately call 9-1-1 for an ambulance. Injured employees shall submit to medical treatment and abide by recommended medical instructions in order to be eligible for City medical benefits.

XI. TRAINING

1. REQUIRED BY THE CITY

From time to time, the City may require that an employee undergo training with respect to job performance in the City service. Such required training may be intended to enhance present job performance or to train an employee for new or additional job responsibilities. If such training takes place during the regular working hours of the employee, the employee shall receive no additional compensation. If training is outside of regular working hours, additional compensation may be warranted as prescribed elsewhere in these regulations.

2. REQUESTED BY THE EMPLOYEE – (COLLEGE)

City employees, who desire to enhance job performance and improve advancement opportunities by taking continuing education courses or other training classes on their own time, may obtain City reimbursement for tuition, lab fees and books under the following conditions:

- A. All courses taken must be job related to the type of work performed by the employee.
- B. Approval of the City Manager or Department Head must be obtained prior to registration for the course.
- C. All courses must be completed and a minimum grade of a C, which is a 2.0 on a scale of 4.0, must be attained.
- D. Paid receipts for all course expenses must be supplied.
- E. Availability of funding.

XII. LEAVE OF ABSENCE

Any employee who is absent from their position for a period of six consecutive months may be laid off. Any such person may be eligible to apply for re-employment, depending upon job vacancies.

1. PTO (PERSONAL TIME OFF)

- A. PTO will be for all new employees hired after January 1, 2008 and all current employees who voluntarily elected to use PTO for time off.
- B. All full-time employees will accrue twenty (20) days or one hundred and sixty (160) hours per year.
- C. PTO Accrual for full-time employees: One additional day per year of service will be accrued after January 1, 2008 up to fifteen (15) days. The maximum

that can be accrued is three hundred twenty (320) hours or forty (40) days. After twenty (20) years of service the accrual maximum goes to four hundred (400) hours or fifty (50) days.

- D. The PTO Plan is used by employees for the need to be away from work, for the reasons of rest & relaxation, for legitimate illness or non-occupational injuries of an employee and/or family members covered under the Family Medical Leave Act. This benefit is only available when used as intended, and is not an entitlement for which payment is made if not used.
- E. PTO should be approved by Supervisor/Department Head PRIOR to using PTO. It is understood that illness/injury use of PTO may not be able to be scheduled.
- F. The City does not provide vacation pay in lieu of time used, except upon separation. Employees are encouraged to take earned PTO each year.
- G. PTO may be used in 1 hour increments.
- H. Employees hired before March 1, 2011 are eligible to use PTO after ninety (90) days of satisfactory employment. Employees hired on or after March 1, 2011, are eligible to use PTO after six (6) months of satisfactory employment.
- I. Employees must provide a doctors release for PTO taken for injury/illness if absent for 3 shifts/days or more.
- J. Regular part-time employees who work more than twenty (20) hours a week on a regular basis earn PTO at a rate of one-half (1/2) that of a full-time employee. Regular part-time employees can accrue a maximum of 80 hours PTO.

2. SICK LEAVE POOL

The purpose of the sick leave pool is to provide additional sick leave days to City employees in the event of a catastrophic illness or injury, surgery or disability that prevents an employee from active employment. Days shall be applied from the Pool only after the employee has exhausted all accrued sick, vacation and compensatory time off. (See Attachment H for Policy).

3. HOLIDAYS

- A. Regular, full-time employees are eligible to be paid for the following holidays:
 - New Year's Day
 - Martin Luther King's Birthday
 - Presidents' Day
 - Texas Independence Day
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving (2 days)
 - Christmas (2 days)
 - Birthday

- B. If a holiday falls on a Saturday, the proceeding Friday shall be observed. If a holiday falls on a Sunday, the following Monday shall be observed.
- C. Employees who are absent without authorization either on the regular workday preceding or following a holiday shall not be paid for the holiday unless the employee provides proof that the employee was under the treatment of a physician on the day they were absent without authorization.
- D. Holidays falling within an employee's vacation or PTO period will not be counted as a day of vacation or PTO.
- E. Full-time Employees will be allowed to take the holiday on another day if the holiday falls on the employee's regular day off.
- F. Religious holidays that do not coincide with official holidays may be observed by use of accrued PTO or time off without pay.
- G. Part-time, temporary or seasonal employees shall be paid at their regular rate of pay only if required to work.
- H. All Employees who are required to work on an official holiday shall receive an additional eight (8) hours of holiday pay at their regular pay level.
- I. Regular employees shall also be eligible for one birthday holiday per year, subject to the following conditions:
 - 1) The birthday holiday must be taken within fifteen (15) days before or fifteen (15) days after the employee's birthday.
 - 2) If an employee does not use his/her birthday holiday within fifteen (15) days before or fifteen (15) days after their birthday, it will be lost and no longer available to the employee for that calendar year.
 - 3) The birthday holiday may only be taken when the employee's department workload permits and when adequate staffing is available to cover the employee's absence. The Department Head must approve the actual day off.
 - 4) Employees shall be eligible for a birthday holiday after the completion of six (6) months of employment.
- J. Regular part-time employees may be granted unpaid holidays or, if required to work on holidays, will be paid at their regular rate of pay.

4. MILITARY LEAVE

Any regular, full-time employee, who is a member of the National Guard, Official Military of Texas, or of any reserve component of the Armed Forces, shall be entitled to a leave of absence without pay for all days they are ordered to duty, not to exceed ninety (90) days per calendar year. With the exception of salary, such employee shall retain eligibility for all other benefits. Council may extend this time period in times of national crisis and/or war. Employees who left City service to enter on duty with the armed forces of the United States shall be eligible for re-hire in accordance with the applicable State and Federal law.

5. JURY DUTY

Employees who are required by due process of law to render jury or witness service shall be excused from City service. Employees on jury duty will continue to be paid at their regular rate of pay.

6. BEREAVEMENT LEAVE

In the event of the death of a mother, father, spouse, child, brother or sister of an employee or the employee's spouse, the employee may be granted up to three (3) days, or twenty-four (24) work hours, of paid emergency leave in addition to all other types of leave benefits. For the death of a grandchild or grandparent of an employee or an employee's spouse one (1) day or eight (8) work hours may be granted. For the death of an employee's aunt/uncle, niece or nephew, one (1) day or eight (8) hours may be granted.

7. ADMINISTRATIVE LEAVE

An employee may be granted leave with pay for regular hours they would have worked, plus travel and expense pay, when required to attend conferences, seminars or training sessions to attend conferences, seminars or training sessions relative to their job duties. Only travel and expenses verified by written receipts will be paid by the City.

8. COMPENSATORY TIME OFF

A non-exempt employee is eligible for overtime pay or compensatory time. Compensatory time for such employees is calculated at 1 ½ times the number of hours worked beyond 40 hours per week. The employee's supervisor must approve the accrual and the taking of compensatory time in advance. When a non-exempt employee has accrued compensatory time in excess of thirty six (36) hours, the employee shall be required to use the compensatory time within six (6) months of accrual. When an Officer of the Police Department has accrued compensatory time in excess of sixty (60) hours, the employee shall be required to use the compensatory time within six (6) months of accrual.

No salaried employees are eligible for compensatory time.

9. WORKERS COMPENSATION ABSENCE

- A. Employees who are absent due to injury in the course and scope of their employment for the City are entitled to receive worker's compensation benefits as prescribed by the Texas Worker's Compensation Act. Payments to the employee or periods for which the City sick leave has already been paid shall be reimbursed to the City to the extent of the compensation payments for said periods, or the City sick leave pay for said periods, whichever is less.
- B. Employees injured on the job shall be required to return to their jobs upon approval of their attending doctor, and shall not return to work without such approval. If light duty is prescribed, employees may be required to perform duties not contained in their job description. Employees may return to full-time work upon the release of liability to the City and ability to perform the job duties. Light duty may not be available in certain job classifications.
- C. Non-job related injuries would not be compensated.
- D. Employees on worker's compensation shall maintain their employee benefits at the level of benefits at the time of the injury (i.e., PTO, sick days, vacation, etc. does not accrue for the employee from the time the employee receives workers compensation benefits until he/she returns to work).

10. UNAUTHORIZED ABSENCE

Unauthorized absence or failure to return at the expiration of a leave of absence shall be considered an automatic resignation. The department head may rescind such resignation if the employee shows satisfactory reason for his absence within three (3) days of the date the resignation becomes effective.

11. REVOCATION OF LEAVE OF ABSENCE

Upon evidence that the cause for the leave of absence has been misrepresented or has ceased to exist, the Department Head may revoke any previously authorized leave of absence.

12. VOTING

If City work requirements prohibit an employee from voting at City, state or federal elections during regular voting hours, such employees shall be allowed one hour with pay to exercise the voting privilege.

13. VACATION/SICK LEAVE/SPECIAL SICK TIME

THIS SECTION IS DEDICATED TO EMPLOYEES WHO CHOSE NOT TO TAKE THE PERSONAL TIME OFF (PTO) OPTION THAT WAS OFFERED BEGINNING JANUARY 1, 2008. ALL EMPLOYEES HIRED AFTER JANUARY 1, 2008 ARE REQUIRED TO TAKE THE PTO OPTION.

- A. The vacation plan is for the purpose of allowing employees to take time off from their jobs for rest and relaxation. The City does not provide vacation pay in lieu of vacation time, except upon termination separation. Employees are encouraged to take earned vacation each year; however in no event shall more than 20 days ever be carried forward from the employee's anniversary date. Any carry over exceeding 20 vacation days on the employee's anniversary date will be lost.
- B. Regular employees shall become eligible for vacation according to the following. As discussed in this paragraph, a day represents eight (8) hours of vacation.
 - 1-5 years of service – 10 days vacation
 - 6-15 years of service – one additional day per year of service up to a maximum of 20 days
- C. Only regular, full-time employees are eligible for vacation benefits. Eligibility shall be computed from the date of employment. With the approval of City Council, vacation benefits may be offered to other employees and eligibility computed from a different date.
- D. Vacation time shall be earned on a monthly basis but can be taken only after completion of first year of employment and after employee's anniversary day each succeeding year.
- E. Each department head is responsible for scheduling vacations in their department.
- F. Official holidays or normal days off which occur during a vacation shall not be counted as vacation time taken.
- G. Vacation shall not be used in advance nor transferred between employees.

H. Employees shall not be eligible for vacation benefits when on leave without pay, on workers compensation leave, military leave, or any other unauthorized absence.

I. Employees who are separated from the City service in good standing shall be paid for all accrued and unused vacation benefits.

COMPENSATED ABSENCE FOR ILLNESS OR INJURY

A. Compensated illness or injury benefits is a program designed to provide time off for legitimate illness or non-occupational injuries of an employee and/or family members covered under the Family Medical Leave Act. This benefit is only available when used as intended, and is not an entitlement for which payment is made if not used.

B. Regular, full-time employees are eligible for illness or injury benefits at the rate of one (1) day for each full month of service. Eligibility shall be on a monthly basis, and accumulation shall be limited to ninety (90) days.

C. Illness or injury benefits may be taken in one-half hour increments.

D. Employees who are absent due to an illness or injury may be required to furnish a medical certificate certifying the need of such absence.

E. Employees absent due to illness or injury, and who have exhausted all benefits for which they are eligible, including vacation, shall be placed on leave of absence without pay. Employees on leave of absence without pay for more than ninety (90) days may be separated from the City service when in the best interest of the City to do so.

F. Employees, who falsely claim illness or injury benefits or abuse the privilege, shall be subject to disciplinary action or dismissal.

G. Pregnancy, childbirth or related medical conditions shall be treated as a temporary disability, and shall be subject to the same terms and conditions applied to other disabilities.

SPECIAL SICK TIME – After the conversion to PTO, any remaining sick time that an employee has will be considered special sick time. This special sick time will be used by the employee for severe illness/injury approved by the department head and City Manager. Employees will not accrue special sick time nor be paid for special sick time upon separation.

XIII. COMPENSATION AND BENEFITS

1. WAGE AND SALARY

Each year, the City Manager shall prepare an employee compensation plan to be submitted to the City Council for approval as part of the annual budget.

2. LONGEVITY PAY

All regular, full-time employees shall earn longevity pay at a rate of five dollars (\$5.00) per month for each completed year of service. Longevity pay shall be remitted to eligible employees either on their anniversary or the following December of each year, whichever the employee chooses. Longevity pay shall not be paid until an employee has completed a full year of continuous service with the City. Longevity pay plans are to encourage and reward long-time, continuous service to the City.

All part-time, permanent employees shall earn longevity pay at a rate of two dollars and fifty cents (\$2.50) per month for each completed year of service after three (3) years of employment. Longevity pay plans are to encourage and reward long-time, continuous service to the City.

Regular, part-time employees are not eligible for longevity pay. A regular, part-time employee is an employee who is budgeted to work no more than 30 hours per week for at least 40 weeks per year.

3. CLASSIFICATION AND PAY RANGE SCHEDULE

A. Minimum and maximum wages for City positions are provided in “The Classification and Pay Range Schedule”, which is included herein as Attachment J. Periodically the City Manager shall prepare a review and update of the Classification and Pay Range Schedule and submit it to the City Council for approval. This schedule shall list all city job classifications (positions) according to pay ranges, which are based on the principle of equal pay for equal work. This review and update shall take into consideration the following factors:

- 1) The duties, responsibilities and qualifications of each job classification.
- 2) Prevailing rates of pay for similar employment in similar cities.
- 3) The economic climate in the city and abroad.
- 4) The ability of the city to pay.
- 5) Other such factors as may be appropriate.

B. After successfully completing the probationary period, an employee may be eligible for a raise, increasing their wage to a maximum of three (3) percent above the established minimum wage for a position. The decision to increase the wage will be contingent upon the ability of the City of Angleton to fund the increase.

C. Directors and Department Heads, based on an applicant’s experience, education, or other qualifications, may offer a new or promoted employee a beginning wage that is up to ten (10) percent higher than the established minimum wage for that position. The City Manager must approve beginning wages that are more than ten (10) percent higher than the established minimum wage for that position. No employee’s wage should exceed the maximum wage established for that position shown in the Classification and Pay Range Schedule currently in effect.

4. OVERTIME

A. Employees may be required to work overtime from time to time. All overtime must be authorized by the department head, in advance when possible. Overtime shall be defined as:

- 1) Police Officers and Public Safety Communication Officers – all hours worked in excess of eighty (80) during a two-week pay period.
- 2) All other Employees – all hours worked in excess of forty (40) during a work week.

- B. Overtime hours worked shall be compensated at the rate of one and one half (1.5) times the regular rate of pay or one and one half (1.5) times the amount of time worked.
- C. Overtime shall be calculated to the next quarter hour. Minimum overtime amounts shall be as follows.
 - 1) Additional time worked at the beginning or end of the regular shift shall be limited to the actual time worked.
 - 2) Police Officers called to work while off duty and out of uniform shall be awarded a minimum of two hours if they are required to appear in uniform (uniform shall include tie, badge, and weapon for police investigators).
 - 3) All other employees called to work after finishing a regular shift shall be awarded a minimum of one hour.

5. ON-CALL (Non-Exempt Employees)

In departments that provide City services on a 24-hour basis, non-exempt employees may be required, as a part of their regular work duties, to serve scheduled periods of time for on-call duty.

All hours actually worked while on on-call duty and outside of an employee's regular shift shall be paid at an overtime rate.

6. INSURANCE

The City Council may adopt and, from time to time, amend life, health and dental insurance programs for City employees.

7. RETIREMENT

All regular, full-time employees who are eighteen (18) years of age or older and all employees whose position requires them to work at least 1,000 hours in a year are required to participate in the Texas Municipal League Retirement System program and shall be eligible for immediate participation. The provisions of the retirement program are covered in the TMRS Handbook, available in the Human Resource Division. All regular, full-time employees shall be provided with the TMRS Handbook upon employment with the City.

Regular part-time employees will participate in the City's Retirement Plan when scheduled to work 20 hours or more per week.

The City provides ten (10) year vesting, which means an employee who completes ten (10) years of service to the City and then terminates employment with the City (without withdrawing his/her deposits) becomes entitled to service retirement at age 60. An employee can retire at any age after 20 years of credited service.

The City of Angleton contributes jointly with the employees to the employees retirement account. The City will match the employee's contribution 2:1 and automatically update service credits based upon the last three years of service.

While the City attempts to convey the various benefit programs to the employee, it is the responsibility of the employee to be cognizant of date-driven benefits such as retirement and associated programs.

8. SOCIAL SECURITY

All employees of the City are covered under the provisions of the Federal Old Age and Survivor's Insurance.

9. UNEMPLOYMENT INSURANCE

All employees of the City are covered under the Texas Unemployment Compensation Insurance Program. The premium for this insurance is totally paid by the City.

10. PAYROLL

A. Paychecks/payslips are issued to employees. If payday falls on a holiday, checks/slips will be issued on the preceding workday. The City shall not recognize any assignment of wages not required by law. Payroll deductions are allowable only when available to all City employees and approved by the City Manager.

B. The City is not required to take action in the event of any garnishment, attachment or judgment against employee's earnings, except the collection of overdue income taxes or court-ordered child support.

11. EXEMPT AND NON-EXEMPT EMPLOYEES

All employees shall be classified as exempt or non-exempt, for purposes of complying with the Fair Labor Standards Act. Non-Exempt employees shall be eligible for overtime pay and compensatory time off. Exempt employees shall not be eligible for overtime pay. In the event of Disaster Declaration, State of Emergency, and/or a Long Term Emergency determined by Mayor or City Manager, all Exempt employees will be eligible for overtime or compensatory time off in the same manner as Non-Exempt Employees.

XIV. DISCIPLINE

1. DISCIPLINARY ACTION

EMPLOYEES OF THE CITY SERVE AT THE WILL OF THE CITY AND NO PRACTICE SHALL LIMIT OR MODIFY THIS EMPLOYMENT-AT-WILL RELATIONSHIP. THIS GUIDELINE DOES NOT LIMIT THE CITY'S RIGHT TO TERMINATE AN EMPLOYEE AT ANY TIME, FOR ANY REASON.

All employees of the City shall be subject to certain standards of job performance and conduct both on and off the job. Employees who do not meet acceptable standards shall be subject to disciplinary action which may take any one or more of the following forms; however, these are guidelines and shall in no way prevent the supervisor from taking appropriate disciplinary action when the severity of the violation(s) or the best interest of the City, or maintenance of discipline within the organization warrants such action:

A. Verbal reprimand

- B. Written reprimand
- C. Suspension with or without pay
- D. Placement on probation
- E. Special assignment (if available or applicable)
- F. Termination
- G. Demotion
- H. Other appropriate action

2. GROUNDS FOR DISCIPLINE

The following list of infractions shall be cause for disciplinary action. Since misconduct can take many forms, this list does not constitute a complete listing of all areas or infractions for which an employee may be disciplined but shall be cause for disciplinary action up to and including termination which may be taken on the first offense.

- A. Conviction of a felony or other crime involving moral turpitude or repeated convictions of a misdemeanor.
- B. Acts of incompetence.
- C. Neglect of duty, loitering while on duty, or failure to comply with performance standards of the job.
- D. Discourtesy or harassment toward the public, fellow employees or citizens.
- E. Lack of good moral character.
- F. Failure or refusal to carry out instructions; acts of insubordination.
- G. Misappropriation, destruction, theft, abuse, or conversion of City property, supplies or resources.
- H. Possession or use of illegal or illicit drugs, illegal smoking products such as synthetic cannabinoids, and/or alcohol while on duty.
- I. Violation of any provision of City rules, regulations and procedures.
- J. Unexcused tardiness, as a habitual pattern or failure to report for duty at assigned time and place.
- K. Falsification or misrepresentation of City records.
- L. Fighting or gambling on City property.
- M. Possession of firearms or explosives on the job.
- N. Accident record.
- O. Use of position as a City employee for any type of personal gain.
- P. Abuse of leave or other benefits.
- Q. Careless, negligent or improper use of City property or equipment.
- R. Failure of a supervisor to immediately take action when a violation of policies, rules or regulations comes to his/her attention, regardless of the supervisor's or violator's assignment or position in the City.
- S. Failure to observe and give effect to the policies of the employee's department or the City.
- T. Being unwilling or unable to perform the essential functions of the job.
- U. Failure, refusal or the equivalent thereof, to perform related duties as required.
- V. Failure, refusal or the equivalent thereof, to perform duties as needed or required as a result of an emergency situation and/or natural disaster whether in preparation of, during, or after such an occurrence.
- W. Theft of, aiding in, or encouraging the theft of cash, City property or equipment.
- X. Destroying City records without authorization.

- Y. Falsifying information on City records, including application for employment or medical information or other information concerning employment status, falsifying time sheets or other City records or failing to use PTO or vacation when taking time off, unless previously approved by your supervisor.
- Z. Engaging in any employment activity or enterprise which constitutes a conflict of interest.
- AA. Performing or participating in any behavior, conduct, or act that is unethical or casts a negative light on the City.
- BB. Performing or participating in any behavior, conduct or act that is in violation of local, state or federal law.
- CC. Refusal to submit to a drug and/or alcohol test when requested by your Department Head.
- DD. Tampering with a drug and/or alcohol test specimen.
- EE. Confirmed positive drug or alcohol test result after post-accident testing, reasonable suspicion or other authorized testing.

3. **COMPLAINT PROCEDURE**

A. It is the intent of this section to safeguard the rights of all employees of the City by insuring the fair, equitable and consistent effect, interpretation, application, and claim of breach or violation of the terms of this Employee Handbook.

B. Any employee who has a complaint concerning the effect, interpretation, application or claim of breach or violation of the terms of this Employee Handbook shall have the right of appeal according to the following process:

Step 1. Within ten (10) working days after the occurrence of an incident which gives rise to a complaint, the complaining employee shall discuss the matter with their immediate supervisor, who then shall make a decision within five (5) working days.

Step 2. If a satisfactory decision is not reached in Step 1, the employee may deliver the complaint in writing to their department head. Within two (2) days after the employee is notified of the supervisor's decision. The department head shall make a decision within five (5) working days thereafter.

Step 3. If a satisfactory decision is not reached in Step 2, the employee may deliver the complaint in writing to the City Manager. The written complaint shall state the part of the action the employee disagrees with and why the employee believes the action was not proper. In all cases where the employee has been suspended without pay for more than three (3) days, been demoted, or terminated, said complaint shall also state whether the employee wishes his/her appeal to be heard by the City Manager or by the Grievance Board. Within five (5) days from receipt of said complaint, the City Manager shall either: a) set up a hearing date with the employee, the employee's department head, the employee's representative, the City Attorney and any other person deemed necessary by the City Manager, or b) appoint three non-

employee citizens of Angleton to serve as the Grievance Board to hear the appeal of the employee at a time and place to be set up by the City Manager under rules and guidelines to be approved by the City Manager.

The Grievance Board, by majority vote, shall make a written recommendation to the City Manager, who shall make the final decision within three (3) days of the recommendation of the Grievance Board.

All appeals of disciplinary action of three (3) days or less suspension without pay shall be disposed of by the City Manager, who shall make a decision within five (5) working days thereafter.

Whether the appeal is taken through the City Manager directly or to the Grievance Board, the decision of the City Manager shall be the final administrative remedy.

EMPLOYEE ACKNOWLEDGEMENT
CITY OF ANGLETON, TEXAS
EMPLOYEE HANDBOOK

I, the undersigned applicant or employee of the City of Angleton, do hereby certify that I have received a copy of the Employee Handbook, including the Alcohol and Substance Abuse Policy. I also acknowledge that the Provisions of the Alcohol and Substance Abuse Policy are part of the terms and conditions of my employment and that I agree to abide by them.

I further understand that it is my obligation as an employee of the City to read said handbook, ask questions regarding any portion of the rules that I do not understand, and keep informed of any modifications or changes to this Handbook. I hereby give written consent for a drug test and understand my employment is dependent upon a negative finding for illegal drugs.

Signature of Employee Date Signed

Printed Name of Employee

Social Security Number

**HARASSMENT
COMPLAINT
POLICY**

ATTACHMENT A

HARASSMENT COMPLAINT POLICY

Policy

It is the policy of the City of Angleton that all applicants and employees, including part-time employees, temporary employees and volunteers should be able to enjoy a work environment free from all forms of employment discrimination and harassment on the basis of race, color, religion, sex, sexual orientation, national origin, age, veteran status, disability or genetic information. The City of Angleton prohibits employment discrimination and harassment of any employee by any other employee or non-employee, such as customers, visitors, vendors or other third parties. In addition, any behavior, regardless of intent or severity, that could be deemed inappropriate workplace behavior, but may not legally constitute employment discrimination, harassment, racial harassment or sexual harassment, is prohibited. The City will not tolerate the harassment of any of its employees or retaliation and will take immediate steps to stop it when it occurs.

Definition of Employment Discrimination

Employment decisions based on stereotypes or assumptions about abilities, traits, or performance of individuals of a certain race, color, religion, sex, sexual orientation, national origin, age, veteran status, disability or genetic information. Discrimination is also defined by Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA), and the Age Discrimination in Employment Act (ADEA).

Definition of Harassment

Verbal or physical conduct designed to threaten, intimidate or coerce; verbal taunting due to race, color, religion, sex, sexual orientation, national origin, age, veteran status and disability which, in the employee's opinion, impairs his/her ability to perform his/her job.

Definition of Racial Harassment

Racial harassment is a form of race discrimination which includes racial jokes, ethnic slurs, offensive or derogatory comments, or other verbal or physical conduct based on an individual's race or color. Such conduct may create an intimidating, hostile, or offensive working environment, or interfere with the individual's work performance, in violation of Title VII of the Civil Rights Act of 1964.

Examples of Racial Harassment

Racial Harassment may include but is not limited to the following:

- a. Verbal abuse or ridicule of a racial nature or directly related to a person's race
- b. Displaying or distributing racist materials or racist propaganda
- c. Discrimination against an employee in work assignments or job-related training on the basis of the employee's race
- d. Making offensive racial innuendoes
- e. Racial jokes, ethnic slurs, offensive or derogatory comments
- f. Racists graffiti
- g. Physical threats including the display of intimidation tools, such as nooses

Definition of Sexual Harassment

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

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

Examples of Sexual Harassment

The definition of sexual harassment includes conduct directed by men toward women, men toward men, women toward men, and women toward women. Examples of sexual harassment include:

- a. Leering or "undressing the person with your eyes"
- b. Whistling or catcalling
- c. Pinching or patting
- d. Causing unwelcome physical contact, such as hugging, kissing, or massaging
- e. Leaning over someone for a better view

- f. Soliciting or pressuring someone to sit on your knee, hug you, or be friendly
- g. Commenting on the clothing of an individual in a sexual way; for example, “Boy, I sure like the way those pants fit”
- h. Purposefully brushing up against someone as you walk past
- i. Using vulgar or obscene language
- j. Making derogatory jokes or comments
- k. Repeatedly asking someone for a date after you have been turned down
- l. Discussing one’s intimate personal activities
- m. Referring to someone in demeaning terms; for example, “girl,” “sweetie,” or “hunk”
- n. Displaying crude jokes and pictures; for example, from internet sites, pin-ups from magazines such as Playgirl and Playboy or calendars depicting men or women in provocative clothing or circumstances
- o. Revealing parts of your body in violation of common decency
- p. Starting and spreading untrue rumors about the sex life of an employee
- q. Grabbing or tearing someone’s clothing
- r. Physically forcing sexual activity on someone, ranging from assault to rape
- s. Verbal abuse or ridicule of a sexual nature or directly related to a person’s sexual gender
- t. Discriminating against an employee in work assignments or job related training to obtain sexual favors or for sexual purposes
- u. Demanding sexual favors, explicitly or implicitly, as a condition of employment, promotion, transfer or any other term or condition of employment
- v. Any implication or preferential treatment or threat associated with sexual advances

Department Heads and Supervisors shall be responsible for ensuring that all employees under their direction are familiar with this policy.

Employee Responsibility, Retaliation, Punishment

The burden is on the offender to be aware of the sensitivities of others. It is every employee's responsibility to insure that his or her conduct does not include or imply harassment in any form. The City of Angleton will not tolerate employment discrimination, harassment or any form of retaliation against an employee who has either instigated, testified, assisted, participated or cooperated in an investigation of alleged employment discrimination or harassment.

Harassment or retaliation will be grounds for disciplinary action up to and including termination. Department Heads and Supervisors are accountable and have an obligation to pursue a harassment-free work place.

Harassment Complaint Procedure

No employee should assume that the City is aware of a problem. Complaints and concerns must be brought to our attention so that we can take steps to correct them.

Employees are not only encouraged to report instances of harassment, they are obligated to report instances of harassment. Employees are obligated to cooperate in every aspect of an investigation of harassment, including, but not necessarily limited to, coming forward with evidence, both favorable and unfavorable, to a person accused of harassment, verbally answering questions of an investigator and fully and truthfully making a written report when required to do so by an investigator.

- a. Any employee who feels he or she is being subjected to harassment prohibited by law should immediately contact one of the persons below with whom the employee feels the most comfortable. Complaints may be made orally or in writing to:
 - 1. the employee's immediate supervisor
 - 2. the employee's Department Head
 - 3. the City Manager
 - 4. the Mayor

- b. Employees have the right to bypass the employee chain of command in selecting which person to whom to make a complaint of harassment. To whomever of the above-listed persons the employee makes a complaint of harassment, the employee should be prepared to provide the following information:
 - 1. Employee's name, department and position title

2. The name(s) of the person or persons committing the harassment, including their title(s), if known
3. The specific nature of the harassment, how long it has gone on, and any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against the employee as a result of the harassment, or any other threats made against the employee as a result of the harassment.
4. Names of witnesses to the harassment
5. Whether the employee has previously reported such harassment and, if so, when and to whom

Investigation

All complaints shall be promptly investigated. All parties involved in the investigation of a complaint must provide full and complete information relevant to the complaint.

The City Manager is the person designated by the City to be the investigator of complaints of harassment. The City Manager may delegate the investigation to another City employee at his/her discretion. In the event the harassment complaint is against the City Manager, the City Attorney shall be the investigator of complaints of harassment.

When an allegation of harassment is made by any employee, the person to whom the complaint is made shall immediately prepare a report of the complaint according to the preceding section and submit it to the City Manager or, in the event the harassment complaint is against the City Manager, to the Mayor.

The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person complaining of harassment, witnesses interviewed during the investigation, the person against whom the complaint of harassment was made, and any other person contacted by the investigator in connection with the investigation. The notes shall be made at the time the verbal interview is in progress.

Based upon the report, the City Manager shall, within a reasonable time, determine whether the conduct of the person against whom a complaint of harassment has been made constitutes harassment. In making that determination, the City Manager shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question, the context in which the conduct occurred, and the conduct of the person complaining of harassment. The determination of whether harassment occurred will be made on a case by-case basis. The complainant will be informed of the results of the investigation.

Determination

If the City Manager determines that the complaint of harassment is founded, he/she shall take immediate and appropriate disciplinary action against the employee guilty of harassment, consistent with his/her authority under the City Charter, ordinances, rules or regulations pertaining to employee discipline.

The disciplinary action shall be consistent with the nature and severity of the offense, the rank of the employee, and any other factors the City Manager believes relate to fair and efficient administration of the City, including, but not limited to, the effect of the offense on employee morale, public perception of the offense, and the light in which it casts the City. Disciplinary action shall follow the guidelines set forth in Article XIV of this Personnel Manual. A determination of the level of disciplinary action shall also be made on a case-by-case basis.

A written record of all disciplinary action taken, including but not limited to verbal reprimands, shall be kept in the employee's personnel file.

In all events, an employee found guilty of harassment shall be warned not to retaliate in any way against the person making the complaint of harassment, witnesses or any other person connected with the investigation of the complaint of harassment. Any incident of retaliation shall be immediately reported in writing by the employee to the City Manager.

Upon receipt of a report on the investigation of a complaint of harassment against the City Manager, the Mayor shall present the report to the City Council. If the City Council determines that the complaint of harassment is founded, it may discipline the City Manager consistent with its authority under the City Charter, ordinances, resolutions or rules governing discipline of the City Manager.

In cases of harassment committed by a non-employee against a City employee in the workplace, the City Manager shall take all lawful steps to ensure that the harassment is brought to an immediate end.

Employees are also obligated to refrain from filing bad faith complaints of harassment. Disciplinary action may also be taken, against any employee who fails to report instances of harassment, who fails or refuses to cooperate in the investigation of a complaint of harassment, or who files a complaint of harassment in bad faith.

Possible limits on Confidentiality

While the City will not disclose an investigation except as provided herein, under existing Texas law, confidentiality cannot be assured and requests for information may have to be referred to the Attorney General. An investigation of a complaint may necessitate divulging information to individuals who are directly named in the complaint, or who may have witnessed the alleged harassment, or others with a need or right to know.

Acknowledgment Form - Harassment Complaint Policy

I have received a copy of the City of Angleton Harassment Complaint Policy, effective _____, 2011. I understand that compliance with this Policy is a condition of employment. I understand that employment discrimination or harassment of employees by supervisors, co-workers, customers, visitors, vendors, or other third parties will not be tolerated.

I understand that the City of Angleton does not condone and will not tolerate employment discrimination, harassment or retaliation of any of its employees on the basis of race, color, religion, sex, sexual orientation, national origin, age, veteran status, disability or genetic information. I understand that harassment may include physical or verbal conduct, including jokes which belittle, denigrate or intimidate on the basis of the above listed categories, or insulting remarks, as well as graphic representations.

I agree to comply with this Policy. If an investigation of allegations conducted by the City of Angleton determines that an employee has harassed another in violation of this Policy, I understand that disciplinary action up to and including termination will be taken against the harassing employee.

I understand that: (1) if I feel I have been harassed in violation of this Policy, I should immediately report the alleged harassment to my immediate supervisor, my department head, the City Manager or the Mayor; (2) if I make a complaint to my immediate supervisor or department head, it will be promptly forwarded to the City Manager or Mayor; (3) I should not assume that the City is aware of a problem, and I must bring my complaints and concerns to the attention of my immediate supervisor, department head, City Manager or Mayor, so that steps can be taken to correct them.

I understand that the investigation of a complaint may necessitate divulging information to individuals who are directly named in the complaint, or who may have witnessed the alleged harassment, or others with a need or right to know. I understand under existing Texas law, confidentiality cannot be assured and requests may have to be referred by the City of Angleton to the Texas Attorney General.

I further understand that retaliation, in any form, against me for reporting a complaint in good faith under this Policy, or for assisting in the investigation of such a complaint, is prohibited. I understand that I should immediately report any incident of retaliation in writing to an immediate supervisor, department head, City Manager or Mayor.

Employee's Signature

Date

Employee's Printed Name

Department Name

CITY OF ANGLETON

Alcohol and Substance Abuse Policy

ATTACHMENT B

ALCOHOL AND CONTROLLED SUBSTANCE USE AND TESTING

- I. **PURPOSE AND SCOPE.** To provide a drug and alcohol-free workplace and establish standards for alcohol and controlled substances testing. This policy applies to all employees of the City of Angleton, job applicants with conditional offers of employment and contractors.

- II. **POLICY.** The City of Angleton recognizes that the status of an employee's health may affect his or her job performance and safety. The City also recognizes that alcohol and drug abuse ranks as one of the major health problems in the world and adversely affects an employee's and contractor's performance and safety on the job. Therefore, it is necessary to provide an alcohol and drug-free work environment for all of its employees and contractors.

Violation of this policy will subject the employee to disciplinary action up to and including termination.

Employees requiring assistance for alcohol and/or substance abuse (before any City or State violations occur) may contact Human Resources for information on a Substance Abuse Program.

III. **DEFINITIONS**

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

Alcohol concentration or content. The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Alcohol use. The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Bodily Injury. A cut, abrasion, bruise, burn, or disfigurement; physical pain; illness; impairment of the function of a bodily member, organ, or mental faculty; or any other injury to the body, no matter how temporary, that requires the individual to seek medical treatment.

City Safety Officer. An employee whose responsibilities include, but are not limited to, the overall development, supervision, coordination, implementation, and training of the City's safety program in coordination with each department/division.

Course and Scope of Employment. As defined by the Texas Workers' Compensation Act is, "an activity of any kind or character that has to do with and originates in the work, business, trade or profession of the employer and that is performed by an employee while engaged in or about the furtherance of the affairs or business of the employer." The term includes activities conducted on City premises or at other locations.

City Driver or CDL Driver. Any person employed by the City who operates a City owned/ leased motor vehicle or a person who is required to hold a commercial driver's license (CDL) as a requirement of his or her job. This includes, but is not limited to temporary, part-time, probationary and regular full-time employees who operate a commercial motor vehicle only occasionally, intermittently or during an emergency.

Evidential Breath Testing Device (EBT). An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's Conforming Products List of Evidential Breath Measurement Devices (EBT).

Illegal Drugs. Any drug that is not legally obtainable.

Illicit Drugs. Any drug that is legally obtainable, but has not been legally obtained.

Illegal or Illicit drugs include, but are not limited to:

Amphetamine/methamphetamine (speed, uppers/crystal)
Barbiturates, i.e., amobarbital, secobarbital, pentobarbital, Phenobarbital, barbitol (sleeping pills; downers)
Benzodiazepines, i.e., Librium, Valium (tranquilizers)
Cannabinoids, i.e., hashish, THC, cannabis, marijuana
Cocaine (crack, rock, ice)
Fentanyl (China White)
Inhalants (glues, aerosols, etc.)
LSD (acid)
Methaqualone, i.e., Quaaludes
Methylenedioxymethamphetamine (Ecstasy)
Opiates, i.e., heroin, morphine, codeine, hydromorphone, hydrocodone, mentadone, oxycodone, oxymorphone, opium
Phencyclidine (angel dust, PCP)
Propoxyphene, i.e., Darvon

Illegal Smoking Products.

Includes synthetic cannabinoids, salvia divinorum, herbs, incense, K2, Spice or any blend thereof and those products prohibited in Ordinance No. 2010-O-9C.

Legal Drugs. Includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured and in the dosage recommended or prescribed.

Medical Review Officer (MRO). A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the City's alcohol and controlled substances testing program, who has knowledge and training in substance abuse disorders and has appropriate medical testing to interpret and evaluate an

employee's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

Non-controlled Substances. A non-controlled substance is any substance containing phenylpropanolamine, pseudo ephedrine, ephedrine, or having any depressant effect on humans. In addition to the items stated above, any product that includes chemical solvents or aerosol carcinogens is also considered a non-controlled substance.

On-the-Job Illness/Injury. A disability, injury, illness, or medical condition that occurred as the result of the employee performing the assigned duties of his/her occupation within the course and scope of employment.

Random Selection. A procedure for selecting safety-sensitive employees for drug or alcohol testing that:

1. results in an equal probability that any employee from a group of employees subject to the selection procedure will be selected;
2. does not give the City discretion to waive the selection of any employee selected under the procedure.

Reasonable Suspicion. A belief based on objective and articulable facts sufficient to lead a reasonable person to suspect that an employee is under the influence or has used drugs or alcohol in violation of the City's policy, so that the employee's ability to perform the functions of the job is impaired or that the employee's ability to perform his/her job safely is reduced.

Refusal to submit (to an alcohol or controlled substances test). An employee who (1) fails to provide adequate breath for testing without a valid, documented medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this policy; (2) fails to provide adequate urine for controlled substances testing without a valid, documented medical explanation after he or she has received notice of the requirement for urine testing; (3) contaminates the sample with any substance; or (4) engages in conduct that obstructs the testing process.

Safety- sensitive or safety-security sensitive position. Those positions that contain duties that are routinely performed as a part of that position which could reasonably be expected to affect the health, safety and security of others, including the care or welfare of children or senior citizens. A position whose job duties involve such a risk of injury to others that even a momentary lapse of attention can have disastrous consequences, where a single slip-up may have irremediable consequences. This includes, but is not limited to temporary, part-time, probationary and regular full-time employees who perform the duties of a safety-sensitive position only occasionally, intermittently or during an emergency. Safety-sensitive positions are listed in the attached Exhibit A.

Screening test (or initial test). In alcohol testing, it means an analytical procedure to determine the presence or absence of a prohibited concentration of alcohol in the

employee's system. In controlled substances testing, it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.

Substance abuse professional. 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 alcohol and controlled substances-related disorders.

Substance Abuse Program (SAP). A program designed to assist the employee with any type of personal problem, to include alcohol and substance abuse. This service is a covered benefit as provided by the City's group health plan. The employee may also use the SAP through the City's employee assistance program (EAP).

Under the influence. For the purpose of this policy, an employee who is affected by a drug or alcohol or the combination of a drug and alcohol in any detectable manner.

IV. PROVISIONS

A. ELEMENTS

1. Prohibited Conduct by Employees.

- a. Alcohol Concentration. No employee shall report for duty or remain on duty while having an alcohol concentration of 0.01 or greater.
- b. Alcohol Possession. No employee shall possess alcohol while on duty, or in any City owned or leased building, vehicle, or property. Exceptions: (1) Law enforcement engaged in an authorized investigation requiring the transportation of alcohol or liquor and/or (2) City employees transporting, selling or serving alcohol beverages in the scope of performing job responsibilities.
- c. Alcohol Use. No employee shall consume alcohol while at work or on an "on-call" status.
- d. Pre-duty Use. No employee shall perform work within four (4) hours after consuming alcohol.
- e. Use following an accident. No employee shall use alcohol for eight (8) hours following an accident in a City vehicle or privately owned vehicle while conducting City business, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

- f. Refusal to submit to a required alcohol or controlled substances test. No employee shall refuse to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol or controlled substances test.
- g. Use of controlled substances, illegal or illicit drugs or illegal smoking product. No employee shall report for duty or remain on duty when the employee uses any controlled substance, or illegal or illicit drug or illegal smoking product. (**Exception:** When the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her work. The employee shall report to his or her supervisor the use of any controlled substances at the beginning of their employment relationship.)
- h. Use of legal drugs. The use of or being under the influence of any legal drug by an employee while performing City business, while on City premises, or while driving a City vehicle is prohibited to the extent such use or influence may affect the safety of co-workers or members of the public, the employee's job performance, or the safe and/or efficient operation of City equipment.
- i. Use of non-controlled substances. No employee shall report for duty or remain on duty when the employee: 1) takes more than the required dosage of any over-the-counter medications; or, 2) is adversely impacted by a normal dosage, either of which negatively affects the employee's ability to safely perform his or her work.
- j. Controlled substances testing. No employee shall report for duty or remain on duty if he or she tests positive for controlled substances.
- k. Searches and inspections. When reasonable suspicion exists to believe that an employee or contractor is violating the provisions of this policy, the City reserves the right to conduct searches or inspections of any employee's or contractor's person or personal effects including, but not limited to purses, briefcases, and motor vehicles located on City property. The City also has the right to search City property used by an employee, including, but not limited to lockers, desks and offices, whether secured, unsecured or secured by a locking device.
Searches of the person shall include the emptying of pockets and the production of other items concealed in clothing. The City's Police Department will conduct all searches.
The City may, with the aid of a trained drug-detection dog, conduct random unannounced searches of City property and

employee personal property located on City premises, including, but not limited to searching lockers, desks, personal vehicles, purses and briefcases.

Any items found during a search believed to be an illegal drug or illegal smoking product or paraphernalia will be confiscated by City Police Officers.

B. CONSEQUENCES OF ENGAGING IN PROHIBITED CONDUCT.

1. Intolerable Test Results.

- a. Lower Alcohol Level. Any employee having an alcohol concentration of 0.01 or higher, but less than 0.04 while on duty, shall be prohibited from remaining on duty and shall not report for duty until at least 24 hours have elapsed since the administration of the alcohol test and shall at a minimum receive a written reprimand. Repeated incidents may subject the employee to discipline up to and including termination.
- b. Higher Alcohol Level or Positive for Controlled Substances, and/or Illegal or Illicit Drugs. An employee having an alcohol concentration 0.04 or greater or a verified positive result on a test for controlled substances and/or illegal or illicit drugs while on duty shall at a minimum receive a three-day, unpaid suspension, and may be required to seek professional treatment through an approved substance abuse professional. Employees in violation are subject to greater disciplinary action, up to and including dismissal.
- c. OR An employee testing positive for an alcohol concentration of 0.01 or more will be removed from his/her position and will be subject to disciplinary action, up to and including termination.

2. Possession. Possession of alcohol, controlled substance(s) or illegal or illicit drugs or illegal smoking products in violation of this policy shall subject the employee to disciplinary action up to and including termination.

3. Return-to-duty testing. In the event an employee is permitted to return to work after engaging in conduct 1(a) or 1(b), the employee shall pass a return-to-duty alcohol test with a result indicating an alcohol concentration of 0.00, or pass a return-to-duty test for controlled substances and/or illegal or illicit drugs with a verified negative result, as appropriate. The Safety Officer will coordinate return-to-duty testing with the Substance Abuse Program (SAP).

Following an employee's return to duty, the employee shall also be subject to follow-up testing in accordance with section IV.C.6. of this policy.

4. Refusal to comply. Employees refusing to submit to follow-up alcohol and/or controlled substance tests will be treated as a positive testing and are subject to disciplinary action, up to and including termination.
5. Assistance. Prior to a violation of this policy or state law, an employee may seek substance abuse treatment by a substance abuse professional on his/her own. The substance abuse professional shall determine what assistance, if any, the employee needs in resolving the problems associated with alcohol misuse, controlled substances, and/or illegal or illicit drug use. At the conclusion of the program, the employee will be evaluated by the substance abuse professional to determine if the employee has properly followed the rehabilitation program that was recommended, if any.

C. TESTS REQUIRED

1. Pre-employment and Pre-assignment. Following a conditional offer of employment and before hiring, the City requires applicants for safety-sensitive positions and CDL drivers to submit to pre-employment drug/alcohol testing and medical examination by a physician of the City's choice. Applicants who refuse to consent or submit to such medical exams or pre-employment drug/alcohol testing or inquiries when requested by the City are ineligible for hire. If the drug/alcohol test is positive, then the applicant is ineligible for any City employment for a period of six (6) months from the date of the test result.

Effective March 18, 2016, employees in positions that have been classified to be "safety-sensitive" after the employee was hired, shall submit to a pre-assignment drug/alcohol test as a condition of continued employment. If the drug/alcohol test is positive, the employee shall be terminated.

2. Worker's compensation injury post-accident testing. When employees are involved in an on-the-job accident or a work-related accident or injury not involving a motor vehicle under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event will be subject to completing a screening for the presence of drugs and/or alcohol in their system. Worker's compensation injuries that may require a post accident drug/alcohol screening are instances in which the employee requires medical treatment. (Exception: Drug/alcohol testing is not required for post-accident testing when it is only a report of exposure.) Any employee who refuses screening for the presence of drugs and/or alcohol will be subject to immediate termination.

3. Post-accident testing. When an employee is involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event will be subject to completing a screening for the presence of drugs and/or alcohol in their system.

As soon as practical following an accident an employee involved in a work-related accident or traffic accident while on duty and operating either a City owned or leased vehicle or the employee's privately-owned vehicle while conducting City business, shall be required to submit to an alcohol and controlled substances test, if:

- a. the accident resulted in a fatality; or
- b. the accident resulted in bodily injury with immediate medical treatment away from the scene and the employee received a citation for a moving violation; or
- c. the accident caused disabling damage to any motor vehicle requiring it to be towed away and the employee received a citation for a moving violation; or
- d. the employee is arrested for driving under the influence (DUI), driving while intoxicated (DWI), or public intoxication (PI).

Any employee who refuses screening for the presence of drugs and/or alcohol will be subject to immediate termination.

Unless transported by ambulance or arrested, the employee shall remain at the scene until taken for alcohol and controlled substances testing. The employee's supervisor must arrange transportation of the employee to a collection site. Under no circumstances shall the employee be permitted to drive to a collection site. Nothing in this section shall be construed to require the delay of necessary medical attention for injured employees following an accident or the restraint of an employee at the scene of an accident.

Testing must be administered within two (2) hours following the accident; however, if in that time period a test is not administered, an alcohol test will be administered within eight (8) hours following the accident, or a controlled substances test within 32 hours following the accident. The supervisor shall submit a report to the Human Resources Department stating the reason(s) the test was not administered within the two-hour period. If the alcohol test is not administered within eight (8) hours following an accident, the supervisor shall cease attempts to administer the test and submit a report to Human Resources stating the reason(s) the test was not administered within the time prescribed above.

Employees required to submit to post-accident alcohol/drug testing shall not be permitted to operate a City owned or leased vehicle, equipment, or

their privately-owned vehicle to conduct City business, until the results of the testing have been received and reviewed by Human Resources Coordinator or designee.

g. Post-accident testing for accidents that occur during normal business hours. The supervisor must arrange for testing of the employee according to the following procedure:

- 1) The supervisor shall contact Human Resources to advise that an employee is reporting to a medical clinic for post-accident testing.
- 2) The supervisor shall make transportation arrangements for the employee to be taken to the medical clinic.
- 3) Results of the alcohol/drug test will be reported to the City's Medical Review Officer, who will report the results to the Human Resources Department.
- 4) Human Resources shall send a copy of the results to the City Attorney's Office, if requested.

h. Post-accident testing for accidents that occur after normal business hours. The supervisor must contact the designated drug screening and testing facility to arrange for testing of the employee according to the following procedure:

- 1) The supervisor must make arrangements for collection. The supervisor must have available the employee's name and a number where a call can be returned. The supervisor shall make transportation arrangements for the employee to be taken to the local testing office to conduct an alcohol and/or drug test.
- 2) The supervisor shall contact Human Resources on the next business day to advise that post-accident testing occurred after regular business hours.
- 3) Results of the alcohol/drug test will be reported to the Human Resources Department.
- 4) Human Resources shall send a copy of the results to the City Attorney's Office, if requested.

4. Random testing (only applies to CDL drivers and other safety-sensitive positions). The selection of employees for random alcohol and controlled substances testing shall be made by random selection. These are unannounced tests. Each employee shall have an equal chance of being tested each time selections are made.

Random tests shall only be administered during the selected employee's normal working hours except shift employees, who because of shift hours worked, may have to be tested prior to or after their shift.

5. Reasonable suspicion testing. The City may require urinalysis or other drug/alcohol screenings of an employee where his/her supervisor has a reasonable suspicion that the employee is using or is under the influence of a drug or alcohol while on duty, or where circumstances or work place conditions justify it, including but not limited to the employee's involvement in any on-the-job accident involving property damage or injury to a person. The supervisor's determination must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee or indicators of chronic withdrawal affects. The supervisor will review the suspicion with the City Manager or designee before referring an employee for testing. If the City Manager or designee concurs with the supervisor's suspicion, then the supervisor will transport the employee to a collection site for testing. Under no circumstances will the employee be allowed to drive to the collection site. If the incident potentially leads to criminal conduct, the Angleton Police Department shall be notified prior to requesting samples from the employee. If the elements of an offense are present, an investigation will be conducted and evidence collected in accordance with established procedures.
6. Follow-up testing. Follow-up testing can be conducted in the event an employee is released to return to work as determined by a substance abuse professional and has successfully completed the prescribed program, as directed by the substance abuse professional. If follow-up testing is prescribed by a substance abuse professional, the affected employee is responsible for all costs relating to such testing.

The number and frequency of such follow-up testing shall be as directed and administered by the substance abuse professional and shall consist of random testing for alcohol, controlled substances, and illegal or illicit drugs.

Follow-up testing at the request of the City shall be conducted only during the employee's normal workday except some shift employees who, because of their hours worked, will have to be tested prior to or after their shift. Follow-up testing shall not exceed sixty (60) months from the date the employee enters a Substance Abuse Program.

An employee's consent to submit to such tests is required as a condition of continued employment and the employee's refusal to consent and/or cooperate as necessary with such tests may result in disciplinary action, up to and including termination.

D. CONSENT TO TESTING

All applicants for safety-sensitive positions including CDL drivers and employees in safety-sensitive positions including CDL drivers will be required to complete forms approved by the City consenting to the tests involved and authorizing release of the results to the City of Angleton.

E. RESPONSE TO POSITIVE TEST

All positive test results will be confirmed by a second test.

All employees shall have the opportunity to explain any positive test results before any disciplinary action is taken against them.

V. TESTING PROCEDURES

The City intends for all tests to be conducted in accordance with City guidelines to insure accuracy and proper concern for each applicant's and each employee's privacy. These guidelines shall generally provide that:

- A. No test shall be administered without the employee's or applicant's consent being obtained.
- B. The employee or applicant shall be allowed to provide samples in the privacy of a restroom stall or the equivalent.
- C. A secure chain of custody will be maintained for all samples.
- D. An employee who tests positive will have the opportunity to explain the test results.

VI. DISCIPLINARY ACTION

An employee's compliance with this policy is a condition of continued employment. Violation of this policy can result in disciplinary action, up to and including termination, even for a first offense. The City may require that an employee who violates this policy, but who is not terminated, to immediately arrange for appropriate medical assistance and counseling as approved by the City through a Substance Abuse Program. The employee shall be responsible for the cost of all such assistance and counseling not covered by medical insurance.

If an employee refuses treatment required by the City or discontinues treatment before the employee is released, then such action shall also be grounds for disciplinary action, up to and including termination.

VII. EMPLOYEE'S REPORTING REQUIREMENTS – LEGAL DRUGS

An employee's use of a legal drug can pose a significant risk to the safety of the employee or others. Employees who feel, or have been informed, that their use of a legal, over-the-counter, or legally prescribed drug may present a safety risk, must report such drug use to their immediate supervisor or the Division/Department head at the beginning of his/her shift to determine job-related consequences. Failure to make such report shall subject the employee to disciplinary action, up to and including termination.

VIII. EMPLOYEE'S REPORTING REQUIREMENTS

- A. Each employee must, as a condition of initial hiring and continued employment, abide by this policy and report to the Department any drug arrest or conviction of the employee under a criminal drug statute.
- B. Each employee must, as a condition of initial hiring and continued employment, abide by this policy and report to their Department Head any driving while intoxicated (DWI), driving under the influence (DUI), or public intoxication (PI) arrests or convictions.
- C. Employee's report of such an arrest or conviction must be made immediately after the arrest or conviction.
- D. Department Heads must immediately report to City Manager such an arrest or conviction of an employee.
- E. Any employee who is criminally charged or convicted of selling drugs, illegal drug or alcohol consumption, illegal possession of drugs or illegal smoking products may be terminated.

IX. SUBSTANCE ABUSE PROGRAM

Employees requiring assistance for alcohol and/or substance abuse are encouraged to seek appropriate treatment through a treatment facility of his/her choice.

Information regarding various community educational, or alcohol and drug treatment, programs may be obtained from the Human Resources Department. Information regarding any applicable coverage of drug and alcohol treatment under the City's group health insurance policy may also be obtained from the Human Resources Department.

To comply with the provisions as outlined in this policy, employees requiring treatment for alcohol and/or substance abuse through the assistance of Human Resources and the City of Angleton's EAP services must sign a medical release form authorizing the Substance Abuse Professional to release information to the City of Angleton regarding treatment and tests for alcohol and/or controlled substances and illegal or illicit drugs. An employee's consent to release such treatment and test results is required as a

condition of continued employment. The employee's refusal to consent and/or cooperate as necessary with such treatment and tests may result in disciplinary action up to and including dismissal.

Although treatment is encouraged, an employee who seeks treatment and/or receives treatment will not be excused from consequences for violations of this policy. Employees seeking, undergoing treatment, or who have completed treatment are still subject to discipline, up to and including dismissal, for violations of this policy.

Information gathered on an employee who is seeking or has sought treatment, requested information about treatment, or has undergone or is undergoing treatment, will be kept strictly confidential.

X. DISCIPLINARY ACTION NOTWITHSTANDING DRUG AND ALCOHOL TESTING

Nothing in this policy requires the City to undertake drug and/or alcohol testing as a requisite to any disciplinary action or restricts the discretion of the City to proceed based solely on evidence of behavior, personal observations, or other evidence customarily relied upon in determining whether or not to take disciplinary action.

EXHIBIT A

List may be amended from time-to-time to include additional positions whose duties are determined to be safety-security sensitive or to remove positions whose duties are not safety-security sensitive.

PUBLIC WORKS

Assistant Public Works Director
Chief Wastewater Treatment Plant Operator
Wastewater Treatment Plant Operator
Customer Service Inspector
Heavy equipment operator
Lift Station Operator I
Light Equipment Operator (CDL)
Maintenance Tech. Worker
PW Crew Leader
PW Foreman (CDL)
PW Superintendent
Water and Wastewater Treatment Plant Operator 2
Water Plant Operator 1
Water Plant Operator 2
Water Meter Reader

PARKS AND RECREATION

Recreation Center Supervisor
Senior Coordinator
Parks Crew Member – seasonal
Parks Crew Member
Parks Foreman
Parks Laborer
Parks Superintendent
Aquatics Manager
Head Front Desk Attendant
Front Desk Attendant
Head Life Guard
Life Guard
Maintenance Tech
Recreation Specialist
Lead Summer Jamboree Counselor
Summer Jamboree Counselor

FIRE DEPT.

Fire Captain
Fire Fighter

POLICE

Police Captain

Asst. Police Chief

CID Corporal

Communication Corporal

Police Officer

Dispatch Officer

Dispatch Sergeant

Police Chief

Police Officer

Telecommunication Officer

Training Coordinator

Administrative Sec. to Chief

CID Secretary

CID Sergeant

Police Lieutenant

Police Corporal

Police Records Clerk

Police Sergeant

Police Warrant Officer

School Crossing Guard

Telecommunications Operator

City of Angleton
Outside Employment Request Form

Employee Name: _____ Department: _____

Name of Outside Employer: _____

Address of Outside Employer: _____

Contact Person: _____ Telephone Number: _____

Dates of Employment: From _____ to _____

Description of duties performed: _____

Normal outside employment working hours from _____ to _____.

Average number of hours worked per week for outside employment _____

Outside work is normally performed after City working hours _____, on weekends _____, or during days off _____. [Check applicable blank(s).]

This is to certify that all outside employment in which I have been engaged in the past, in which I am now engaged, or in which I am planning to engage is not in conflict with my City job, does not represent a conflict of interest or a perceived conflict of interest and does not prevent me from performing an efficient full day's work for the City.

** Police officers working off-duty may or may not be covered under TML worker's compensation if injured while working off-duty. **

No Angleton P.D. uniform shirts with Angleton Police Department patches or Angleton Police Department badges will be worn if the off-duty job is outside the city limits of Angleton. Approved generic "Texas Peace Officer" patches and badges will be purchased at the officer's expense.

Employee's Signature: _____ Date Submitted: _____

Department Head Special Conditions: _____

Approved _____ Disapproved _____

Department Head Signature: _____ Date: _____



City of Angleton

SAFETY PROGRAM

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1. Management Statement of Safety Policy
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3. Recordkeeping Policy
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5. Safety Audit/Inspection Policy
- 5a. General Safety Inspection Form
- 5b. Job Site Safety Inspection Form
- 5c. Vehicle Inspection Form
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6. Accident/Incident Investigation Policy
- 6a. Accident/Incident Investigation Report
7. Safety Program Review/Revision Policy
- 7a. Review of Safety Program Form

City of Angleton MANAGEMENT STATEMENT OF SAFETY POLICY

Dear Employee:

The success of ***City of Angleton*** depends upon our efficient use of resources to produce a high quality product for the citizens of our community. Our most important resource is our employees. To protect this resource, we are committed to providing a safe and healthful work place for all employees by establishing and maintaining an effective safety and health program. We consider safety and health to be a fundamental part of our organization's operations.

The responsibility for safety resides within each of us. We are each challenged to stay informed and to take responsibility for our own safety and the safety of our co-workers. To ensure the success of our safety and health process, we must all give our full participation and support to the safety policies and procedures that have been developed to protect us. Working safely and in accordance with established safety policies is an absolute requirement for all employees, supervisors and managers.

(CITY MANAGER / DIRECTOR SIGNATURE)

(DATE)

SAFETY RESPONSIBILITIES

City of Angleton

The City Manager has the responsibility to implement this Accident Prevention Plan, assigning tasks to staff members as defined in the individual components.

MANAGEMENT SAFETY RESPONSIBILITIES:

Management is responsible for providing a place of employment that is free from recognized hazards that could result in injuries or accidents. Since it is impossible for managers to personally observe all employee activities, management must assure that all supervisors are trained and are aware of their safety responsibilities. Other safety responsibilities for managers include:

1. Provide leadership and direction concerning safety activities.
2. Participate actively in the continuous evaluation of the safety program.
3. Set goals concerning safety performance within your department.
4. Review losses for potential trends on a regular basis.
5. Enforce all safety rules.
6. Participate in facility and work site audits.
7. Participate and support all accident investigation activities.
8. Review accident reports and recommend corrective actions.

SUPERVISOR SAFETY RESPONSIBILITIES:

Safety is as much a part of the supervisor's responsibility as is getting the job done efficiently. Among the important safety responsibilities of each and every supervisor are:

1. Familiarize yourself with and enforce the safety rules and regulations that have been established by applicable local, state and federal organizations. These regulations are intended to set minimum standards for safety and the contents of the regulations should be enforced as minimum safety requirements for all activities on our work sites or in our facilities.
2. Correct or have corrected all reported hazards. Operating under known hazardous conditions will not be tolerated.
3. Do not permit new or inexperienced employees under your supervision to work with power tools, machinery or complex equipment without proper instruction and training.
4. Give adequate instructions. Do not assume that an employee knows how to do a job unless you personally have knowledge that the person can perform the task correctly.
5. Ensure tools, equipment and machinery being used in the workplace are in proper working condition.
6. Ensure that proper personal protective equipment is available and used by employees when necessary or required.
7. Always set a good example in safety, such as wearing the proper safety equipment (safety glasses, hard hats, etc.) following policies/procedures, using seat belts, etc.
8. Do not allow the use of unsafe tools or equipment.

SUPERVISOR SAFETY RESPONSIBILITIES (Continued):

9. Consistently enforce the requirements of the organization's safety program and any associated rules or policies.
10. Ensure that all employees have access to a copy of the organization's safety program.
11. Encourage safety suggestions from employees under your supervision.
12. Obtain prompt first aid for injured employees.
13. Participate in accident or incident investigations involving your employees.
14. Conduct audits of all work areas and facilities on a regular basis in an effort to improve housekeeping, eliminate unsafe conditions and encourage safe work practices.

EMPLOYEE SAFETY RESPONSIBILITIES:

All employees bear a certain amount of responsibility in any safety program. You must be aware that your actions, mental state, physical condition, and attitude directly affect the safety of yourself and your fellow employees. All employees will:

1. Know your job, follow instructions, and think before you act.
2. Use your protective equipment (eye protection, hard hats, gloves, etc.) as the job requires.
3. Work according to good safety practices as posted, instructed, and/or discussed.
4. Refrain from any unsafe act that might endanger yourself or your fellow workers.
5. Use all safety devices provided for your protection.
6. Report any unsafe situation or act to your supervisor immediately.
7. Assume responsibility for thoughtless or deliberate acts that may cause injury to yourself or your fellow workers.
8. Abide by all policies, procedures, rules, etc. associated with **City of Angleton** Safety Program. A copy of this Program is available at anytime upon request.
9. Never operate equipment that you are unfamiliar with or not trained to use. Also, equipment that is defective or in need of repair shall not be used and must be reported to your supervisor.
10. Report all accidents/incidents to your supervisor as soon as they occur.

City of Angleton RECORDKEEPING POLICY

It is the policy of **City of Angleton** to maintain records of all safety and health documents for a minimum of five years (longer if required by law), unless otherwise specified in the Plan. The _____ (**--Title of Responsible Person--**) will ensure that records maintained by the **City of Angleton** will include, but are not limited to:

INJURY LOSS RECORDS:

A copy of each Texas Workers' Compensation Form TWCC-1 (Employer's First Report of Injury) shall be on file in the Human Resource Office.

A copy of each Texas Workers' Compensation Form TWCC-6 (Supplemental Report of Occupational Injury or Illness) shall also be kept in the above-mentioned location.

Claim/loss information from TML-IRP, insurance carriers, etc. (all lines of coverage) shall be maintained in files at the Human Resource Office. This information can be used for various means of trend analysis.

ACCIDENT INVESTIGATION REPORTS:

The _____ (**--Title of Responsible Person(s)--**) will ensure that an accident investigation report is completed for each reported accident or incident. A copy of all completed accident investigation reports will be maintained at the Human Resource Office. Only **City of Angleton** approved accident investigation report forms shall be used to document accident investigation data. (See Accident Investigation Policy for more specific information.)

INSPECTION REPORTS:

A file will be maintained in the appropriate department for all inspection reports required in the Safety Program (Work site Inspection Reports, Vehicle Inspection Reports, etc). The Department Head will ensure that all required inspection reports are completed in a timely manner. The work site inspection reports will be completed by the supervisor/foreman and the vehicle inspection reports will be completed by the responsible operator of the vehicle. Only **City of Angleton** approved inspection forms will be used. Corrective action will be documented for any deficiencies noted on the inspection reports.

SAFETY MEETINGS/TRAINING RECORDS:

Documentation of monthly safety meetings and other training records will be maintained at the department conducting the training. Only **City of Angleton** approved safety meeting forms shall be used to document the activities. When safety meetings are used as training activities, it should be duly noted on the form. The individual conducting the safety / training meeting is responsible for turning-in a copy of the safety meeting form to the department head and a copy forwarded to the city manager's office. The department head or designee will ensure that the meetings are held on at least a monthly basis.

ACCIDENT/INCIDENT ANALYSIS:

A file containing Accident/Incident Analysis reports, using the City of Angleton's form, will be maintained in the Human Resources Office.

REVIEWS OF THE SAFETY PROGRAM:

A file containing Reviews of the Safety Program reports, using the City of Angleton's form, will be maintained at the Human Resources Office.

ACCIDENT PREVENTION PLAN --- 12 MONTH PLANNING CHART

A Planning Chart should be included in the Plan to outline the required activities, the person responsible, the designated form, and frequencies for the activities. Each person with assigned responsibilities should receive a copy of the completed Chart as a guideline for their assigned duties. During scheduled program reviews, the current chart should be reviewed and modified as necessary to accommodate planned activities for the upcoming year. Any noted weaknesses in the previous year's activities should be so noted and corrective actions implemented to assure activities are completed as stated in the plan.

City of Angleton

SAFETY EDUCATION & TRAINING POLICY

SAFETY MEETINGS/TRAINING:

Safety meetings are an effective way to encourage, educate and train employees on safe work practices and will be held on a monthly basis. The department head or designated safety officer will provide information to be used in the meetings and will attend and participate in the meetings when possible. Monthly safety meetings will normally be conducted by the safety officer or guest trainer. Discussions of safety rules, possible hazards to be encountered in future job duties or changes in procedures or equipment are some topics that should be covered on a regular basis. All safety meetings will be documented as to the date, attendance and topic discussed. The City of Angleton's form will be used to document the safety meetings.

Subjects to be addressed during the safety meetings will include, but not limited to, the following:

- Hazards associated with the work place
- Hazards of particular jobs or tasks
- Emergency procedures
- Hazard communication
- Specific equipment operation training
- Employee reporting requirements
- Office safety
- Driving safety
- Machinery safety
- Contractor safety requirements
- Back injury prevention
- Housekeeping

DOCUMENTATION OF SAFETY MEETING/TRAINING:

Documentation from any safety meeting / training courses attended by employees, supervisors or managers will also be kept for recordkeeping purposes. Documentation associated with safety meetings and training will be kept in the appropriate department conducting the training. Employees who do not attend regularly scheduled safety meetings or training activities will be identified and scheduled to attend makeup training. Documentation will be available for employees that attend makeup training.

ONGOING TRAINING:

The department head or designee will provide ongoing safety training in the following areas as the need arises:

- New equipment purchases.
- New/changes in operations.
- Identified areas of increased accidents.
- Newly identified areas of exposure.

NEW EMPLOYEE SAFETY ORIENTATION:

The department head or designated safety officer will provide an orientation to all new employees to address the hazards of their position. This will include a review of all safety rules, policies/procedures,

equipment, etc. that are applicable to the new employee's area of assignment. The new employees will be given an opportunity to ask any relevant questions that may pertain to their assigned duties. Documentation on the employee's **New Employee Safety Orientation Form** will be maintained in the Human Resource Office.

New employees' work activities will be limited to _____ until the safety orientation is completed.

REPORTING UNSAFE ACTS/UNSAFE CONDITIONS:

All employees are encouraged and required to report any unsafe acts or unsafe conditions. This report will be made using the attached "Employee Report of Unsafe Act/Unsafe Condition Form." (The routing of the form will be as indicated on the form.)

City of Angleton
SAFETY MEETING ATTENDANCE FORM*

Date Presented: _____ Presented By: _____

Topic(s) Discussed: _____

Printed Name:

Signature:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date of Next Scheduled Safety Meeting: _____

Topic(s) for Next safety Meeting: _____

***Attach Copy of Training Materials/Handouts Used**

City of Angleton NEW EMPLOYEE SAFETY ORIENTATION RECORD*

Employee Name: _____ Date Employed: _____

Job Title: _____ Assigned Work Area: _____

	Date Completed	Supervisor's Initials	Employee's Initials
Overall Safety Program discussed with employee.	_____	_____	_____
General Safety Rules and safety rules specific to job duty discussed with employee.	_____	_____	_____
Employee safety responsibilities reviewed with employee: Where and when to report unsafe conditions; how/when/where to report injuries; care & use of tools & equipment; etc.	_____	_____	_____
General hazards in workplace reviewed.	_____	_____	_____
Substance Abuse Policy discussed with and signed by employee.	_____	_____	_____
Hazardous chemicals, including MSDS, discussed with employee.	_____	_____	_____
Proper lifting and materials handling discussed with employee.	_____	_____	_____
Identified past safety problem areas in employee's job duty area discussed with employee.	_____	_____	_____
Recordkeeping systems discussed with employee.	_____	_____	_____
Office safety discussed with employee.	_____	_____	_____
Reviewed evacuation and emergency action procedures.	_____	_____	_____
Identify location of fire extinguishers and use of those extinguishers.	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*To be placed in employee's personnel file.

City of Angleton
EMPLOYEE REPORT OF UNSAFE ACT/UNSAFE CONDITION FORM

EMPLOYEE COMPLETES SECTION BELOW AND GIVES TO SUPERVISOR:

Employee _____

Department _____

Date _____ Time _____

Location _____

Hazard or Problem _____

Suggestions _____

SUPERVISOR COMPLETES SECTION BELOW AND GIVES TO MANAGER:

Supervisor _____

Department _____

Date Received _____

Action Taken _____

Date Action Was Taken _____

MANAGER REVIEW:

Date Received _____ Type of Hazard _____

Manager Reviewing Condition _____

Review Comments/Action to Correct _____

Signature of Manager

City of Angleton SAFETY AUDIT/INSPECTION POLICY

A documented, monthly self inspection of facilities and job sites will be conducted by the appropriate department head or his/her designee in an effort to detect unsafe acts or unsafe conditions and initiate corrective action(s) as soon as possible. An employee(s) may be requested to assist the person in conducting the inspections. A copy of the attached "General Safety Inspection" form will be completed for each work site and the completed forms will be maintained at the department head's office.

Individual employees are responsible for inspecting their work areas for possible hazards on a continual basis. Any potential hazards will be reported to supervisory personnel immediately and may also be reported using the "Employee Report of Unsafe Act/Unsafe Condition" form.

Employees assigned to drive the department's vehicles will complete vehicle inspections on a daily basis. The completed vehicle inspection reports will be maintained at the Director's office of that department.

Corrective actions should be documented on the reports for any identified deficiencies.

Audit/Inspection records should be maintained for at least two years. In addition, all maintenance records should be kept for the life of the vehicle.

City of Angleton
GENERAL SAFETY INSPECTION FORM
(Required Monthly)

Person Conducting Inspection: _____

Date: _____ Location of Inspection: _____

Area	Satisfactory		Corrective Action
	Yes	No	
Is Housekeeping Clean/Orderly	___	___	_____
Are Floors in Good Condition	___	___	_____
Proper Lifting Procedures Practiced	___	___	_____
Condition of Hand Tools	___	___	_____
Condition of Power Tools	___	___	_____
Equipment Guards	___	___	_____
Personal Protective Equipment Used	___	___	_____
Is Material Storage Adequate	___	___	_____
Fire Extinguishers	___	___	_____
Chemical Handling/Use	___	___	_____
Are All Chemical Containers Labeled	___	___	_____
First Aid Kit	___	___	_____
Are Grounds in Place on All Electrical Equipment	___	___	_____
Electrical Cords in Good Condition	___	___	_____
Is Lighting Adequate in all Areas	___	___	_____
Condition of Ladders Adequate	___	___	_____
Safety Signs Posted Where Needed	___	___	_____
Office Condition	___	___	_____
Fall Hazards Addressed	___	___	_____
Condition of Scaffolds	___	___	_____

General Safety Inspection Form - Page 2

Area	Satisfactory		Corrective Action
	YES	NO	
Condition of Machinery (List types of machinery on the work sites.)	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Have all employees received training on the proper operation of all machinery at the work site?	_____	_____	_____
Are all assigned operators qualified to operate the machinery?	_____	_____	_____
Since Last Inspection:			
Have Safety Meetings been held with all employees?	_____	_____	_____
Have all new employees received a new employee orientation?	_____	_____	_____
Have all accidents been investigated?	_____	_____	_____
Are current safety rules sufficient for the operations in the area?	_____	_____	_____
Have MSDS's been submitted by all subcontractors or vendors?	_____	_____	_____
List any other conditions not addressed above that need attention:			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**** Completed report must be turned-in to their immediate supervisor with listed corrective actions for any deficiencies!**

City of Angleton JOB SITE SAFETY INSPECTION FORM (Required Monthly)

Person Conducting Inspection: _____

Date: _____ Location of Inspection: _____

<u>Area</u>	<u>Satisfactory</u>		<u>Corrective Action</u>
	Yes	No	
PERSONAL PROTECTIVE EQUIPMENT			
Eye Protection	___	___	_____
Head Protection	___	___	_____
Hand Protection	___	___	_____
Foot Protection	___	___	_____
Hearing Protection	___	___	_____
Respiratory Protection	___	___	_____
Fall Protection	___	___	_____
_____	___	___	_____
_____	___	___	_____
TRENCHING			
Protective System (sloping, shoring, etc)	___	___	_____
Proper Access	___	___	_____
Underground Lines Located	___	___	_____
Competent Person Assigned	___	___	_____
_____	___	___	_____
CONFINED SPACES			
Entry Permit Completed	___	___	_____
Monitoring Adequate	___	___	_____
Ventilation	___	___	_____
Stand-by Person	___	___	_____
_____	___	___	_____

<u>Area</u>	<u>Satisfactory</u>		<u>Corrective Action</u>
	Yes	No	
TRAFFIC CONTROL			
Warning Signs	___	___	_____
Barricades/Barriers and Cones	___	___	_____
Flagger (Stop/Slow Paddle)	___	___	_____
High Visibility Vest	___	___	_____
_____	___	___	_____
MATERIAL HANDLING			
Proper Lifting Techniques	___	___	_____
Condition of Lifting Accessories	___	___	_____
Adequate Number of Personnel	___	___	_____
_____	___	___	_____
GENERAL ISSUES			
Fire Protection	___	___	_____
Compressed Gas Cylinders	___	___	_____
Material Safety Data Sheets	___	___	_____
First-Aid Kit	___	___	_____
Lockout/Tagout	___	___	_____
Housekeeping	___	___	_____
Machine Guarding	___	___	_____
Condition of Machinery	___	___	_____
Condition of Portable Power Tools	___	___	_____
Condition of Hand Tools	___	___	_____
Condition of Electrical Cords	___	___	_____
Use of Ground Fault Circuit Interrupter	___	___	_____
_____	___	___	_____

**** Completed report must be turned-in to their immediate supervisor with listed corrective actions for any deficiencies!**

City of Angleton VEHICLE INSPECTION FORM

Date _____

Insp. Sticker Exp. Date _____

Odometer Reading _____

License Plate No. _____

CONDITION								
ITEM	Sat.	Un. Sat	ITEM	Sat	Un. Sat	ITEM	Sat.	Un. Sat.
Horn			Transmission Fluid			Front Bumper		
Mirrors			Brakes			Grill		
Glass			Play in Steering Wheel			Lt. Frt. Fender		
Battery			Exhaust System			Rt. Frt. Fender		
Engine			Head Lights			Hood		
Windshield Wipers			Parking Lights			Left Doors		
Power Steering			Tail Lights			Right Doors		
Turn Indicator			Brake Lights			Rear Bumper		
4-Way Flashers			Back-up Lights			Top		
Emergency Warning Lights.			Tires			Seats		
			Seat Belts					

Explain all items shown as unsatisfactory in the "remarks" section.

Remarks: _____

The report *must be signed by the employee who performed the inspection!* ** Completed report will be turned in to their immediate supervisor.

 Employee's (Driver's) Signature

City of Angleton MACHINERY/EQUIPMENT INSPECTION FORM

Date _____

Insp. Sticker Exp. Date (If Applicable) _____

Odometer Reading _____ Hour Meter (If Applicable) _____

Equipment No. or License Plate No. _____

CONDITION											
ITEM	Sat.	Un Sat.	N/A	ITEM	Sat.	Un Sat.	N/A	ITEM	Sat.	Un Sat.	N/A
Battery				Horn				Turn Indicator			
Motor Oil				Mirrors				4-Way Flashers			
Engine				Glass				Overhead Lights			
Engine Coolant				Windshield Wipers				Brakes			
Transmission Fluid				Steering				Head Lights			
Exhaust System				Seat Belts				Tail Lights			
Hydraulic Fluid				Seat				Brake Lights			
Hydraulic Oil Lines				Fuel				Tires			
Roll Over Protection				Back-up Alarm				Outriggers			
First Aid Kit				Gauges				Mud Flaps			
				Doors				Steps/ Handrails			
				Safety Equipment: Flares, Flags, Cones, Chock Blocks, Etc.				Operation of Implements			
								Fire Extinguisher			

Explain all items shown as unsatisfactory in the "remarks" section.

Remarks: _____

The report *must be signed by the employee who performed the inspection!* ** Completed report will be turned in to their immediate supervisor.

 Employee's (Driver's) Signature

City of Angleton

ACCIDENT/INCIDENT INVESTIGATION POLICY

It is the policy of City of Angleton to investigate all work-related accidents or incidents that result in or could potentially have resulted in injury or property damage. As nearly all accidents and incidents have their own unique characteristics, only general rules and procedures can be outlined here.

The standard Accident/Incident Investigation Report will be used for both initial and final investigations. (The bottom of the report shall be marked to indicate whether it is an initial or final report.)

RESPONSIBILITIES:

1. Employees must immediately report to their supervisor any on-the-job injury or illness they sustain, or suspect they have sustained, no matter how minor. They must also report any incidents that had the potential for injury to employees or third parties and any instances where property damage occurred.
2. Supervisors shall first respond to the immediate medical needs of any injured persons. Then, they should begin reporting and investigative activities as described in this policy.
3. Witnesses to the event that resulted in the accident or incident will provide statements about what they observed. The witnesses may also be asked to participate in the initial and/or final investigations.
4. The Human Resources department is responsible for receiving the initial reports of injury or property damage and forwarding them to the appropriate insurance representatives in a timely manner.
5. The Director or Department Head is responsible for reviewing the initial accident/incident report, and then setting the time and place for the final investigation.

PROCEDURES:

Initial Notification

Employees are responsible for reporting all injuries, illnesses or incidents as described earlier in this policy. Failure to report any injury or incident may be cause for disciplinary action. (In the event of a serious or disabling injury, fellow employees must assume this reporting responsibility.)

Initial Treatment

Any injury shall be treated by the supervisor or other available personnel in accordance with their individual abilities and the severity of the injury. During normal working hours, City of Angleton preferred occupational medical provider will be _____
(--Medical Facility Name--), after normal working hours
_____ **(--Medical Facility Name--)** will be
the preferred occupational medical provider.

Medical treatment is mandatory for any of the following:

- Severe chest pains
- Traumatic injuries
- Loss of consciousness or severe dizziness
- Etc. _____ **(--Other Specific Instances--)**

Accident/Incident Investigation Policy-continued

The first responders to any incident scene will be responsible for securing the area to prevent further damage or injury and also protecting the integrity of the incident scene until an investigation can be initiated.

Any incident involving possible exposures to bloodborne pathogens, communicable diseases, or any other contagious substance shall be handled in accordance with those specific policies or procedures regarding that particular incident.

Injured employees are to be transported for medical treatment either by ambulance or another person depending on the severity of the injury. Injured employees should never be allowed to transport themselves for initial medical treatment, but they may transport themselves for follow-up visits if the injury does not impair their driving abilities.

If an employee refuses medical treatment for an on-the-job injury, the investigation report should be completed and the employee's signature used to document the event.

Further Notification

_____ (*--Name of Member's Internal Contact--*) must be contacted following the occurrence of an accident or incident to assure an initial report is completed and forwarded to the appropriate insurance representative. A copy of the report should also be sent to _____ (*--Identify Persons Who Must Receive Copies of Accident Reports--*) within the organization.

Drug/Alcohol Policy Requirements

See Attachment B of Employee Manual

Initial Investigation

The supervisor shall immediately protect all other persons from the hazards that caused the initial problem and also preserve the area where the incident occurred for investigation. After the injured persons have been attended to, and the site is secure, the supervisor should begin the initial investigation. The initial investigation should include:

- (1) Statement from the injured employee
- (2) Statement(s) from witnesses
- (3) Photographs or sketches of area if deemed necessary
- (4) Completion of the accident/incident report in its entirety
- (5) Immediate corrective actions to prevent reoccurrence.

Initial Report

An initial report will be completed for all accidents and incidents within twenty-four (24) hours of occurrence. The immediate supervisor of the employee will complete the initial investigation and report as soon as possible after the occurrence.

The initial report will be turned in to _____ (*--Title of Responsible Person--*) during normal work hours and _____ (*--Title of Responsible Person--*) during all other times.

Accident/Incident Investigation Policy—continued

Final Investigation

Within seventy-two (72) hours of the original accident or incident, a final investigation will take place. Attendance at the investigation meeting will, as a minimum, include the following personnel: injured employee, injured employee's supervisor, witnesses, safety officer, risk manager and anyone else pertinent to the accident. ***(Also identify who will normally take responsibility for scheduling the final investigation and notifying all participants.)***

The final investigation will include:

- (1) Description of the event by the involved persons
- (2) Accounts of witnesses
- (3) Input from supervision
- (4) Listing of causes
- (5) Development of corrective actions.

Basically, the investigation must answer the following questions:

- Who was injured or what was damaged?
- When did the accident/incident occur?
- Where did the accident/incident occur?
- Why did the accident/incident occur?
- What caused the accident/incident to occur?
- How can it be prevented from occurring again?

The Department Head will take responsibility for issuing the final report. The final investigation report will reflect all changes from the initial report and also must include:

- (1) Finalized corrective actions.
- (2) Assigned completion dates for all corrective actions.
- (3) Assigned persons to complete the corrective actions. The persons assigned the corrective actions shall also be required to sign-off on the final report when the corrective actions have been completed.

Copies of the final report should be supplied to:

- (1) Personnel Manager
- (2) Risk Manager/Safety Representative
- (3) City Manager

ACCIDENT/INCIDENT INVESTIGATION REPORT

Name and Title of Injured Employee	Date and Time Incident Occurred
Assigned Department	Date and Time Incident Was Reported
Location Where Incident Occurred	
Supervisor of Injured Employee	
Names of Witnesses	Addresses & Telephone Numbers of Witnesses If Not Employees
<hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/>
Supervisor at Time of Injury (If Different From Above)	
Description of Incident (What Happened?) Person Received Medical Attention YES or NO	
<hr/>	
Cause of Incident	
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	
Type of Equipment or Tools the Person Was Using (If Applicable)	
<hr/> <hr/>	
Corrective Actions (Include Persons with Assigned Responsibilities and Completion Date For Each)	
<hr/> <hr/> <hr/> <hr/>	
Investigation Attendance (Names)	
<hr/> <hr/>	

Have you addressed the “Five W’s” and “H” required for an accident investigation? (Who, What, When, Where, Why, and How)

Initial or Final Report (Circle One)

City of Angleton
SAFETY PROGRAM REVIEW/REVISION POLICY

The _____ (**--Title of Responsible Person(s)--**) will at least annually review the entire Safety Program for revisions to meet exposures within the current operations. Normally, the review will take place during the month of April. Areas that will be evaluated include: operations added, equipment added/changed, changes in environmental conditions, adequacy of personal protective equipment, etc. In addition, procedures should be reviewed to make sure they are still applicable.

Upon changes in the Safety Program, all employees will be informed of these changes and provided proper training as needed. _____ (**--Title of Responsible Person--**) will ensure that changes or revisions are added to the written Safety Program in a timely manner.

This review will be documented on the attached form and maintained at the _____ (**--Location of Files--**). A five-year history of completed forms should be maintained.

**City of Angleton
REVIEW OF SAFETY PROGRAM FORM**

Date of Review _____

Review of the Seven Components: _____

New Exposures Identified: _____

Action Taken to Control Exposures:

Reviewed By *[Name(s) and Title(s)]*:

(Various Managers, Supervisors or Employees May Participate in the Review.)

**TRAVEL EXPENSE REPORT FORM-revised June 7, 2010
CITY OF ANGLETON**

Name: _____ G/L Code: _____

Purpose of Travel/Destination: _____ Dates: _____

Department Head Approval Date City Manager Approval Date

CITY EXPENSES—paid by:

EXPENSES (receipts required)	Check request-advance	Visa Charge
Registration Fee (needs to be done in advance with check or Visa)	\$ _____	\$ _____
Lodging: nights @ \$ _____ (single rate: Yes/No)	\$ _____	\$ _____
Airfare	\$ _____	\$ _____
Rental Car	\$ _____	\$ _____
Taxi	\$ _____	\$ _____
Parking	\$ _____	\$ _____
Personal vehicle: _____ miles @ \$0.50 (signed voucher required)	\$ _____	\$ _____
Miscellaneous		

Was this a day trip: Yes/No _____

Meals: \$36.00 per day. Meals provided by conference will not count towards Per Diem. Please request check in advance for meal per diem. (Breakfast \$10.00 if traveling before 6:00 am; Lunch \$12.00; Dinner \$14.00 if returning after 6:00 pm)

If an expense is paid for prior to the event, a separate form needs to be filled out for each expense. If you “hold” a room with the City visa card, do not turn in to accounts payable until after the event and you have a receipt from the hotel.

Total City Expenses: \$ _____ \$ _____

NO PERSONAL CHARGES ON CITY CREDIT CARD

Balance owed Employee/City (circle one) \$ _____

<u>Employee's Signature</u>	<u>Date</u>	<u>Department Head Signature</u>	<u>Date</u>
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CITY OF ANGLETON
Tuition Reimbursement/Agreement

1.1 Policy

The City of Angleton is committed to fostering a cost effective program for employee training and development that 1) encourages skill development, upward mobility, and knowledge enhancement and 2) meets the City's business objectives.

Accordingly the City will provide reasonable funding and related support for employee training and professional development, in accordance with identified organizational needs.

All training and development initiatives shall be job-related and/or related to a City career field and undertaken in a manner that ensures fair and equitable among all employees.

1.2 Tuition Assistance

To encourage personal and professional development, the City of Angleton may provide tuition assistance to regular full-time employees.

1.2.1 The availability of tuition assistance is subject to City Council approved funding levels. Tuition assistance levels will be established annually as part of the budget process based upon anticipated participation and available funding. Tuition assistance selection will be decided by a Department Head committee.

1.2.2 To be eligible for consideration of tuition assistance, tuition assistance, an individual must be a regular full-time employee and have completed 1 year with the City prior to application approval. In cases where an employee is currently under a designated Performance Improvement Plan or on probation for a disciplinary matter or for performance improvement issues, the employee will not be eligible for tuition assistance. To retain eligibility for assistance, an employee must remain an active full-time employee in good standing from the time of application to the time the course is completed.

1.2.3 Courses offered by accredited colleges, universities, business institutes or trade schools are eligible for tuition assistance if they are:

- 1) required by a degree plan which is related to a City career field
- 2) Required by a business institute or trade school which is related to a City career Field

The institution must be accredited by an appropriate accrediting agency.

- 1.2.4 A course or educational program will be defined as a class on instruction taught at or by an accredited college, university that meets on a regular basis over an extended period of time.
- 1.2.5 Seminars and conferences will not be eligible for tuition assistance. Non-credit continuing education courses or courses containing the same or similar information as received in previous courses (repeat courses) are not eligible for tuition assistance.
- 1.2.6 Any license or certification that is required by the City/State will be covered by Training Funds within each department.

1.3 Educational Degree Plan Approval Process

- a) Only those full-time employees with an approved degree plan will be considered for tuition assistance. In order to be eligible Full-time employees must provide the Department Head and Human Resource with evidence of an approved degree plan (or comparable documentation) in a course area intended to broaden their knowledge of their current position, or to prepare them for possible assumption of new job responsibilities within the City. The approved degree plan will be kept in the employee's personnel file in Human Resources.
- b) Any changes to a degree plan must be submitted and approved prior to registration.
- c) An employee will be eligible for tuition assistance for only one associate degree and one undergraduate degree. A Master's degree must be specifically applicable to City advancement and must be approved by the City manager.
- d) A completed ***Application for Tuition Reimbursement/Agreement*** form must be submitted to your Department Head within (45) calendar days prior to scheduled course registration.
- e) An employee must take all courses for which assistance is received on the employee's own time. If a class is only available during an employee's normal work hours, the employee may request a flexible schedule from the employee's Department Head. When there is a conflict between classes and the employee's job responsibilities, the job responsibility must come first.
- f) Should a question arise about whether a request meets the requirement of this policy, e.g., whether the school is properly accredited; or administration of this policy, the employee should contact Department Head.

1.4 Assistance Reimbursement Procedures

- a) The full-time employee will pay all costs. At the end of the semester, the full-time employee will submit payment receipts and original grade slips to Human Resources. All receipts are due within (30) days of the end of the school term.
- b) The costs of the courses, educational programs, and book fees, which will be reviewed by the employee's Department Head and Human Resources, shall be eligible for assistance reimbursement. The City will reimburse an employee up to \$1,000 per each successfully completed class with a cap of \$5,000 annual (fiscal year) assistance.
- c) Tuition assistance reimbursement will be paid only once for each approved course. The City will not pay tuition assistance for courses for which tuition assistance has already been received.
- d) Assistance reimbursement will be provided when a grade of "C" or above is achieved in college undergraduate courses, and a "B" or above in college graduate courses. Original official grade slips and transcripts are the only acceptable documentation of course completion for college earned credit courses. Copies will be made and original grade slips and transcripts will be returned.
- e) Employees requesting tuition assistance will be asked to sign a **Tuition Reimbursement/Agreement** form. The terms of the agreement stipulate that employees who terminate from the City within 12 months after completing a course, for which assistance was received, will pay back all assistance reimbursement received during the 12-month period. Employees who terminate within 13 to 24 months after completing a course will pay back 50% of all assistance reimbursements received during that period. For example, a person attends school from January 1, 2006 to December 31, 2009 and is reimbursed at the end of each semester (last reimbursement on 12/31/09). If that person terminates his/her employment on May 31, 2010, the employee is required to pay back the following:

<i>Tuition reimbursed during the period 1/1/06 – 5/31/08</i>	<i>0%</i>
<i>Tuition reimbursed during the period 6/1/08 – 5/31/09</i>	<i>50%</i>
<i>Tuition reimbursed during the period 6/1/09 – 5/31/10</i>	<i>100%</i>

The employee would reimburse some tuition at 50% because 12 – 24 months has passed and some would be reimbursed at 100% since less than 12 months has passed.

- f) As a recipient of "**Tuition Assistance**", the employee authorizes the City to deduct the balance owed for "**Tuition Assistance**" from his/her paycheck or any other final payments due to the employee. The employee understands that if sufficient funds are not available to satisfy the "**Tuition Assistance**" owed to the City, the employee will pay

the balance owed to the City by cash or money order within 30 days of the date of the final paycheck.

- g) If an employee resigns or is terminated, except for a reduction in force, prior to course completion, the City shall not be obligated to reimburse any part of the expense. Employees terminated due to a reduction in force shall not be requested to reimburse tuition monies.
- h) If an employee is injured on the job or while on military active duty and has to involuntarily leave employment (including a disability retirement with TMRS due to injury or illness) during the time frames outlined above, a waiver would be given for any tuition assistance the employee would otherwise be obligated to pay.

1.5 **FORM** The following form is used to administer this policy and can be found at the End of this section and is on the City's internet site:

Form # 1 – Application for Tuition Reimbursement/Agreement

APPLICATION FOR TUITION REIMBURSEMENT

Date: _____ Name: _____

Department: _____ Position: _____

Name of course(s) to be taken: _____

Name of school or agency where course is to taken: _____

Semester Dates: _____ Approximate Cost: _____

NO TUITION REIMBURSEMENTS WILL BE APPROVED UNLESS ALL GRADE REPORTS FOR PRIOR CLASSES HAVE BEEN SUBMITTED.

This application must be submitted to employee's Department Director prior to registration for course work.

TUITION REIMBURSEMENT AGREEMENT

I hereby agree that should I be reimbursed for the tuition paid for the above stated courses of training and I voluntarily leave the full time employment of the City of Angleton within a period of twenty-four (24) months after completing courses, I will refund the City of Angleton the full amount of the above stated tuition reimbursement, or I will allow the City to deduct such amount from my final paycheck.

Employee (Applicant)

APPROVED:

Department Director

City Manager

CITY OF ANGLETON

Computer Use Policy

- I. **PURPOSE AND SCOPE.** To protect against the unauthorized use of City data and word processing facilities, equipment and software while supporting departments in achieving their goals in the efficient and effective day to day operations. This policy applies to any person using a City provided computer or service.

- II. **POLICY.** The City's data, equipment and software are valuable assets. Unauthorized use of these assets or violation of this policy will result in disciplinary action, up to and including termination. The intent of this policy is to assure that resources are used productively, inappropriate use is avoided and personnel are informed about the acceptable use of city-provided IT resources as defined in this policy.

The City reserves the right to access and read any and all information contained in computers, computer files, internet usage, e-mail messages or voice mail messages. Employees should have no expectation of privacy with regard to these communications and will be in violation of the organization's discrimination and harassment policy if they send, receive, or access discriminatory, harassing, or otherwise inappropriate e-mails or voice mails.

- A. Equipment. Computer, peripherals, and other office automation equipment leased or owned by the City and purchased services, may be used only to conduct City business. City computers may not be used to develop programs for outside use, and may not be used to prepare documents, spreadsheets, or presentations for outside use without prior approval by the employee's supervisor. No computer hardware will be removed from City property without express permission.

- B. City Developed Software. Computer software developed by employees or contract personnel on behalf of the City, or purchased for the use of the City, is City property. It may not be distributed to outsiders unless authorized in writing by the City Manager.

- C. Purchased/Leased Software. Contracts with vendors of proprietary software packages clearly define the limits of their use. Employees are forbidden to copy or use software contrary to the provisions of the contract.

Products purchased and/or leased to run on a specific computer, including software products, may not be copied or run on additional computers without the express written permission of the City Manager.

- D. Non-City Peripherals and Software. No unauthorized peripherals or software may be added, placed, downloaded, or run on City computers without express written consent from IT and/or the City Manager.

- E. E-mail. E-mail accounts are to be used for city-related business; however, the City does acknowledge that personal communications may be made using city e-mail accounts. The nature and frequency of such personal communications should be kept to a minimum and when possible, should be conducted outside business hours. Your use of City computer systems grants automatic consent to the review of any messages, or social network postings, whether sent by you or received by you. The employee who uses City computer systems has no reasonable expectation of privacy.
- F. Social networking sites. No employee shall make entries onto any social networking site including but not limited to Facebook, Twitter, MySpace, YouTube or blog, that indicates it is the City's official position on a matter or issue. Violation of this provision can result in disciplinary action.
- G. Employees should realize that any correspondence made from a City e-mail account or social network site carries the City name and will be associated with the City positively or negatively. In this light, no personal email or posting to a social network site that would have a negative bearing on the City may be sent from a city account or posted to a City social network site.
- H. The internet offers access to many valuable local, national, and international sources of information. Access to the Internet should be considered a privilege and not a right. Excessive use or abuse of the Internet that interrupts the employee's own work load or the workload of others can lead to suspension of Internet access and/or disciplinary action.
- I. The following behaviors are examples that can result in disciplinary action. Because all possible behaviors cannot be contemplated, the list is necessarily incomplete.
- Unauthorized attempts to break into any computer whether of the City of Angleton or another organization (hacking).
 - Any use for illegal purposes or in support of such activities that shall be defined as an violation of local, state or federal laws.
 - Any sexually explicit use, whether visual or textual including viewing, transmitting, saving or printing any electronic files which may be deemed as sexually explicit.
 - Using City of Angleton time or resources (hardware/ software) for personal gain including any use for commercial purposes, advertisement or "for profit" personal activity.

- Sending threatening messages.
- Sending racially and/or sexually harassing messages or other messages that violate government regulation or laws.
- Theft, or copying electronic files without permission.
- Sending or posting City of Angleton confidential materials to non-authorized personnel.
- Refusing to cooperate with a computer security investigation.
- Sending messages that could damage the image or reputation of the City of Angleton.
- Computer games are not allowed on city provided computers, whether legally purchased by the user or not.
- Disclosing security codes or passwords to unauthorized persons. (Note: You are responsible for the conduct of any authorized person who does use your security code or password).

III. USER RESPONSIBILITIES

A. Users should be responsible for the use of their accounts. Under no condition should you give your passwords to another person. Guard yourself against unauthorized access to your accounts:

- Change your passwords with regular frequency.
- Do not use obvious passwords. Passwords should be difficult to guess and should consist of a combination of letters and numbers.
- When you are away from your desk, take precautions to protect your accounts.
- Adhere to copyright law regarding use of software.

IMPORTANT NOTICE

THE ATTACHED DOCUMENT CONTAINS INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION FOR WHICH ACCESS TO AND DISCLOSURE OF IS RESTRICTED BY FEDERAL LAW. THIS MEANS THAT ONLY DESIGNATED PERSONS WITH A NEED TO KNOW ARE AUTHORIZED ACCESS TO ITS CONTENTS.

SEVERE CIVIL AND CRIMINAL PENALTIES APPLY FOR WRONGFUL DISCLOSURE OF SUCH INFORMATION (Reference Subtitle F, Health Insurance Portability & Accountability Act (HIPAA)).

**City of Angleton
Sick Leave Pool**

The purpose of the sick leave pool is to provide additional sick leave days to City employees in the event of a catastrophic illness or injury, surgery, or disability that prevents an employee from active employment. Days shall be applied from the Pool only after the employee has exhausted all accrued sick, vacation, and compensatory time off.

I. Definitions:

1. **Employee** – a regular, full-time employee, either exempt or salaried non-exempt, with twelve (12) or more months of continuous employment with the City. Only those employees that accrue sick and vacation leave shall be eligible.
2. **Member** – an eligible employee as described in the definition of “Employee” above who has enrolled in the sick leave pool by contributing at least one day of sick leave or vacation.
3. **Catastrophic illness or injury**—a terminal, life-threatening, and/or severe condition or combination of conditions affecting the mental or physical health of the employee that requires the services of a health care practitioner for a prolonged period of time and that forces the employee to exhaust all accrued leave time (sick leave, vacation, and compensatory time off), thereby resulting in the loss of all compensation from the City.
4. **Health Care Practitioner** – as defined by the Texas Insurance Code, one who is practicing within the scope of his/her license.
5. **“Sick Leave Days from the Pool”** – those days granted to a member who has a qualifying condition and is unable to perform the duties of his/her position. Members shall be limited to a lifetime benefit maximum of 120 days of sick leave from Pool.
6. **Qualifying Conditions** – a catastrophic illness or injury as defined above and documented by a health care practitioner.
7. **Council** – the Angleton City Council.
8. **“Unit of sick leave days”** – the number of sick days which are awarded from the Pool and which shall be within the discretion of the Committee, up to and including ten (10) days per Sick Leave Pool request.
9. **Committee** – the Sick Leave Pool Committee, an elected body of Pool members which serve as the administrator of the Pool, including the granting authority for benefits from the Pool.

II. Contribution of Days and Membership Terms

Contributing to the Sick Leave Pool is voluntary, however, all eligible employees are encouraged to participate. A member may contribute one (1) to five (5) days of sick leave or vacation leave each year from his/her accrued leave. An employee who terminates his/her employment with the City may donate one (1) to ten (10) days of his/her accrued sick leave or vacation to the Pool. The Committee may accept or reject the donated days based on the “reasonable level” of the Pool.

Each day of sick leave or vacation contributed to the Pool provides the employee with one year of membership in the Pool, after which the employee must contribute additional day(s) to remain eligible for benefits through the Sick Leave Pool. Beginning January of 2006, membership shall only be valid for the year(s) in which a contribution was made on February 28th or earlier. Contributions made after February 28th of each year shall qualify an eligible employee for membership in the following year(s).

During January of each year, the Committee shall conduct a “contributions drive”, encouraging eligible members to make an annual contribution of one (1) to five (5) days of accrued sick leave or vacation to the Pool. During any year in which the number of days accumulated exceeds a “reasonable level”, as determined by the Committee, the Committee may decide that members do not have to contribute during that year. During such years, current members shall remain active and eligible for benefits for an additional year. If the pool falls below a reasonable amount, the Committee shall request that members voluntarily contribute an extra day(s), up to a maximum of three (3) days, until the Pool reaches an acceptable level.

Newly hired eligible employees may contribute between one (1) to five (5) days of their accrued sick leave and/or vacation upon completion of twelve (12) months of continuous employment with the City.

Day(s) donated shall be subtracted from the member’s accrued sick leave and/or vacation record by the Payroll Administrator. The sick leave and/or vacation days shall become the property of the Pool and cannot be returned. On December 31 of each, the number of unused days in the Pool shall be determined and carried forward for the next year.

Members who terminate their employment with the City of Angleton forfeit at that time their membership in the Pool and the days they have contributed. Members on approved leaves of absence shall retain membership in the Pool during the year in which they contributed.

III. Applying for Sick Leave Days

- 1. If a member has a qualifying condition requiring additional sick leave days after all accrued sick leave days, vacation days, and compensatory time off have been used, may submit a request for sick leave days from the Pool. A copy of the request shall be forwarded to the Department Head.**
- 2. Sick Leave Pool Request Forms are available from the Human Resources Office.**
- 3. A member who requests sick leave days must submit to the Human Resources Coordinator a Sick Leave Pool Request form which includes the attending health care practitioner's statement identifying:
 - a. The nature of the qualifying condition;**
 - b. The date of initial onset of the qualifying condition; and**
 - c. The anticipated date the member will be eligible to return to work, either on an unrestricted full-time or part-time/limited duty basis.****
- 4. Sick Leave Pool Request Forms must be submitted no more than ten (10) working days before the exhaustion of all of the member's accrued sick leave, compensatory time off and/or vacation days.**
- 5. The Committee may refuse to consider a request that does not contain the required information.**
- 6. If a member is critically ill and unable to file a request for sick leave days from the Pool, the Department Head may submit an application at the request of the employee's family.**
- 7. After a unit of sick leave days has been exhausted, a member requesting an additional unit of sick leave days from the Pool may be required to undergo a medical review by a second physician, at the member's expense.**

8. A member may also be required by the Committee to undergo periodic return visits to his/her health care practitioner to assess progress and make reports to the Committee.

IV. Granting of Days from the Pool

1. The Sick Leave Pool may not be used for the first twenty working days absent from a qualifying illness or injury. The “first twenty working days absence” of a qualifying illness need not be consecutive days, but must be for the same or related illness or injury as described in the Application and must have been taken during the previous year. The purpose of this paragraph is to encourage employees to save some of their leave time in case of a catastrophic illness or injury and not to rely solely on the Sick Leave Pool for such events.
2. Days granted from the Pool shall be in units of not more than ten (10) consecutive days. At the end of the ten (10) days, the member may apply for an extension by submitting an updated statement from the health care practitioner on the proper form. A member may draw out only as many days as the Committee approves.
3. The Pool may be used only by the individual member for his/her personal qualifying condition. The Pool may not be used by the member to assist a family member who is ill or disabled.
4. The Committee shall review and forward to the Human Resources Department its decision on all requests to draw on the Pool within five (5) working days after a request is received by the Human Resources Coordinator.
5. A member may not use time in the Pool in an amount that exceeds the lesser of one-third (1/3) of the total amount of time in the pool or 120 days.
6. A member absent on sick leave assigned from the Pool will be treated for all purposes as if the employee were absent on earned (accrued) sick leave.
7. The estate of a deceased member is not entitled to payment for unused sick leave acquired by that member from the Pool.
8. Sick leave days from the Pool may not be granted for the period of disability when monies are paid to the member under the Texas Workers’ Compensation Act.

9. All unused days shall be returned to the pool.

V. Composition of Committee

1. The Committee shall be composed of five members. Committee Members shall be elected at large for positions one through five. Odd numbered positions shall expire in odd numbered years and even numbered positions shall expire in even numbered years. However, Committee Members shall serve until replaced through an election. Positions will be assigned based on the number of votes received, with the person receiving the highest number of votes appointed to the lowest position number available for that year. Tie votes shall be settled by drawing names. No Department shall have more than two representatives on the Committee. In those instances where a Department has three or more representatives among the top five candidates receiving votes, all except the top two shall be automatically disqualified. In those instances where the number of eligible employees nominated for a position on the Committee do not exceed the number of positions available, it shall not be necessary to conduct an election.
2. Eligible employees may be nominated by submitting a written request to the Human Resources Coordinator to be placed on the ballot for the next election. The letter must be signed by the eligible employee requesting to be placed on the ballot and at least two other eligible employees. The letter must be received by the Human Resources Coordinator no later than November 1st of each year, although the City Administrator may extend the deadline if necessary to receive a minimum number of candidates.
3. The Committee shall be initially elected by the City Council and shall be composed of five regular, full time employees. On or before January 1st, 2006, the City shall conduct an election to select new members to the Committee. Thereafter, the City shall conduct an election in November or December of each year for those positions whose terms will expire on January 1st of the following year. Numbered Ballots will be distributed with the employee payroll and must be returned to the Human Resources Coordinator no more than fourteen (14) days later. Those Ballots returned more than fourteen days later shall not be counted. All employees eligible for participation in the Sick Leave Pool shall be entitled to cast one vote for each position to be elected on the ballot (i.e. – on odd numbered years, each eligible employee can vote for up to three nominees; even numbered years, each eligible employee can vote for up to two nominees.)

4. In the event that a Committee Member chooses to resign from the Committee or leaves the employment of the City prior to the expiration of the term for that position, the vacancy shall be filled by the City Council until the next regular election.
5. The Human Resources Coordinator shall serve as the Committee's Secretary and shall provide guidance and administrative assistance to the Committee but shall not be a voting member.

VI. Committee Duties and Responsibilities

1. At the initial yearly meeting, the Committee shall elect a Chairman and Vice-Chairman.
2. Requests for Sick Leave Pool days shall be confidentially and individually reviewed by the Committee in a called meeting. A member may be required to appear before the Committee to substantiate a request.
3. The Committee shall approve, disapprove, or modify the number of days requested from the Pool. Sick leave days shall be awarded in amounts up to the maximum ten (10) day unit.
4. The decision of the Committee shall be based on a majority vote of the quorum. A quorum shall be based on at least three (3) committee representatives.
5. The Committee Chairperson shall notify the Department Head of all approved sick leave requests.
6. The Committee Chairperson shall forward all approved sick leave requests to the Human Resources Coordinator.
7. The Committee reserves the right to modify or waive any requirement listed above, with the approval of the City Council, to address any special circumstances that arise.

VII. Appeals

A member may appeal the Committee's decision by submitting a written request to appear before the Committee. If a member requests an appeal to the Committee, the Committee shall hear the appeal from the member or his/her designee. The Committee shall respond to the appeal within ten (10) working days after receipt. The Committee's decision shall be Final.



CITY OF ANGLETON, TEXAS

PURCHASING CARD PROGRAM

ATTACHMENT I

PURCHASING CARD (CREDIT CARD) PROGRAM

CITY OF ANGLETON, TEXAS

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APPENDIX A – CREDIT CARD AGREEMENT

PURCHASING CARD PROGRAM

CITY OF ANGLETON, TEXAS

1.0 OVERVIEW

The Purchasing Card (Credit-card) Program is used to procure low-value maintenance, repair and operational expense items. Many items that are processed today using purchase orders, (POs), payment request requisitions will be candidates for Credit-card use. The Credit-card is a VISA Card issued by TEXAS INDEPENDENT BANK.

1.1 Background – typically, approximately 80% of the City’s purchases are for \$1,000 or less and those orders accounted for less than 20% of the money spent for the purchase of goods and services. The purchasing card concept is designed to delegate the authority and capability to purchase these low-value items directly to the person to whom it matters most – YOU, the user.

1.2 Benefits – the benefits to the City will be significant. Users will be able to obtain goods and services faster and easier than before. Paperwork and processing time in Purchasing, Accounts Payable and user departments/divisions will be sharply reduced. These efficiencies will allow everyone involved to be more effective and focus on the value-added aspects of their jobs.

1.3 Administration – the Program’s administrator is the Director of Finance.

1.4 Controls.

1.4.1 The Credit card Program uses internal management controls as well as features and reports from Texas Independent Bank’s system to manage and audit the process to ensure that procedures are followed. Several reports are available to the City for auditing and monitoring purposes.

1.4.2 Each card has a single transaction limit of \$5,000. If a user exceeds the limit, the transaction will be rejected when the merchant attempts to process it. The City Manager’s limit is \$10,000.00.

1.4.3 Each card has a 30-day cycle limit. The limit will be specified on each cardholder’s Credit card enclosure when they receive their Credit card. If a user exceeds the limit, the transaction will be rejected when the merchant attempts to process it.

- 1.4.4 Certain types of merchants will not be usable and those merchants will be questioned for all cardholders. Some of the types of merchants investigated include, but not limited to, liquor stores, bars and lounges, adult entertainment facilities, etc. If you have a question concerning an establishment you wish to use, please contact the City Manager.

2.0 ELIGIBILITY AND GUIDELINES

2.1 Credit Card Eligibility.

- 2.1.1 Department/division heads will recommend that employee whose position justifies, in cost savings and efficiency within their respective departments/divisions, the use of a Credit card. Employees on initial probation and temporary employees will not be issued a card, unless expressly authorized by the City Manager. Employees on probation due to promotion or transferring may retain their card with written authorization from the new Department Head.

- 2.1.2 Designated cardholders will be employees empowered by their department/division heads to:

- Make purchases for the department/division
- Keep accurate receipts and transaction records of all purchases
- Submit purchase transaction records to the Purchasing Division in a timely manner.

- 2.1.3 Department/division criteria for determining cardholders.

When determining which employee should be assigned a credit card, department/division heads may wish to use the following criteria:

- Will the employee's use of a credit card enhance productivity?
- Will the employee's use of a credit card reduce paperwork?
- Will the employee utilize the credit card regularly for the purchasing of authorized (budgeted) goods and services?

Issuance of credit cards should be limited to the minimum number of individuals needed to effectively administer the department/division's purchasing needs.

- 2.1.4 Acceptable Credit Card uses.

Credit cards may be used for approved travel and/or small dollar

purchases that do not exceed the single-purchase limit per transaction and the 30-day cycle limit. Acceptable purchase items include:

- Office supplies (from the contract supplier)
- Books and magazines
- Memberships and subscriptions
- Maintenance, repair and operational expense supplies
- Supplies, small tools
- Conference registration
- Hotel expenses
- Miscellaneous travel expenses (including meals if an employee was not provided per diem). The amount charged for meals should not exceed the total daily per diem rate. Business meals are an exception to this policy and reimbursement must be approved by the City Manager.
- Food purchased for Boards, Commissions and Special Events.

2.2 Unacceptable Credit Card Uses.

2.2.1 Credit-card purchases are **not to be split** into two (2) or more smaller purchases **or combined** with other credit cards to circumvent the established purchasing limits and policy.

2.2.2 Other unacceptable uses of the credit card include, but are not limited to:

- Capital outlay items
- Unbudgeted goods and/or services
- Gift certificates (except for use in the employee recognition program) and authorized City Programs
- Entertainment
- Personal or professional services
- Services where a potential liability may exist and requires insurance and/or bonds (i.e. construction, building repair/maintenance, etc.)
- Products or services which require the approval of another individual
- Computer hardware, software and services (except by the Information Technology Services Dept.)
- Communications hardware, software and services (except by the Information Technology Services Dept.)
- Payments for utilities, maintenance agreements or other contract items.

2.2.3 Use of a credit card for personal purchases is strictly prohibited and may be a criminal offense.

2.3 Consequences for failure to comply with Program guidelines

- Permanent revocation of the credit card (after first violation of policy or per written request of City Manager or Department Head).
- Disciplinary measures that may include termination and legal action.

3.0 OBTAINING A CREDIT CARD

3.1 The department/division head shall send a completed Procurement Card Request form to the Finance Department.

3.2 The Finance Department will then request a credit card from Texas Independent Bank.

3.3 Upon receipt of the credit card from Texas Independent Bank, the Finance Department will contact the requesting department/division head and request the employee come to the Finance Department to pick up their credit card.

3.4 Each employee must sign the “City of Angleton Purchasing Card Agreement” (Appendix A, attached hereto) prior to issuance of the credit card. By signing the agreement, the employee indicates that they understand the intent of the Program and will comply with all guidelines provided herein, as well as with established City policies relating to the expenditure of funds.

3.5 Each card will be assigned a unique account number and a credit card will be embossed with the employee’s:

- Account number
- Name
- City of Angleton

4.0 CARDHOLDER DUTIES AND RESPONSIBILITIES

4.1 Ensure the credit card is maintained in a secure place when not in use.

4.2 Immediately report any fraudulent use or misapplication of the credit card to the Finance Department.

4.3 Immediately investigate any disputed charges and invoke the disputed charge procedures when necessary.

- 4.4 If a card is lost or stolen, the cardholder must immediately notify Texas Independent Bank, the respective department head and the Finance Department.
- 4.5 Cardholders are accountable and responsible for their credit card.
- 4.6 Cardholders are responsible and accountable for adherence to the established per transaction and per 30-day cycle limits set for their credit card.
- 4.7 Cardholders are responsible for ensuring the appropriate person signs for credit-card purchases.
- 4.8 Cardholders are accountable for the physical receipt of the merchandise.
- 4.9 In case of returns, cardholders are responsible for coordinating returns directly with the supplier.
- 4.10 The credit card is to be used for City business only. No personal use! Personal purchases will be considered misappropriation of municipal funds, which constitutes a criminal offense and shall be referred to the City Attorney.
- 4.11 Contact the Finance Department if declined at a location. There are many reasons a card may be declined.

5.0 MAKING A PURCHASE

When making a purchase via the credit card, the employee (cardholder) is to:

- 5.1 Call or visit the most competitive vendor available within reasonable travel distance.
- 5.2 Obtain the best possible price; many vendors offer government discounts – **remember, the City is exempt from sales tax.**
- 5.3 Determine what you need to purchase and present your credit card to the vendor. For mail or phone orders, provide your card number, as requested.
- 5.4 Verify the charges (and that we are not charged tax) and sign the receipt. **If the receipt does not identify what each amount is for, write it on the receipt.** Be specific – auditors must be able to identify what was purchased. Stock numbers or other unidentifiable nomenclature must be clarified.

- 5.5 You should receive a charge card receipt and possibly a cash register receipt. Keep them! You'll need them to put with your Purchase Order. If the order was placed by phone, you may not get a receipt – that is okay. Print a copy of the order that was placed by phone or mail.
- 5.6 Have supplier ship according to terms – F.O.B. Destination, which means the vendor pays the freight and they are responsible for ensuring the purchased product(s) are delivered to the City, even though shipping and handling charges may be itemized and charged to the credit card.
- 5.7 Give the vendor your address, department/division name and user name. Make sure the supplier incorporates this information on the shipping label if material is to be shipped.
- 5.8 Confirm pricing and tax-exempt status. Request the vendor to enclose a copy of the sales ticket with each shipment listing price per item and other applicable charges.
- 5.9 Several things to remember:
- Competitive bidding is not required but you should strive to obtain the best value.
 - Credit card purchases must be signed by the appropriate cardholder.
 - The signed credit card sales receipt will serve as the receiving document.
 - Remember – the City does not pay sales tax.
 - Contact the Accounts Payable Department if the vendor requires a tax exemption certificate.

6.0 CREDIT-CARD MANAGEMENT

- 6.1 The Finance Department is responsible for reviewing their 30-day cycle statement and ensuring it agrees with the paid receipts. Differences will be charged to a department/division account number as determined by the Accounting Division.
- 6.2 Credit Card Record Keeping – it is each cardholder's (employee's) responsibility to:
- Maintain accurate purchase transaction information.
 - At the end of each 30-day period, the servicing bank will send each cardholder's activity statement, which will detail charges billed during the month, to the Finance Department.

- Review the monthly bank statement for any discrepancies.
- Any charge on the statement which is not accounted for will be researched and accounted for within the department/division's budget, by the Finance Department.
- Attach original vendor cash register receipts, credit card receipts and invoices to the PO.
- If a receipt has been lost, the cardholder is to attach a signed memo containing the required purchase transaction information to their copy of the activity statement.
- Retain a photocopy of the activity statement and original receipts for your departmental records.

6.2.1 Purchases for other department/divisions – When a request is received to purchase items for another department, the requesting department should be provided with a cost estimate and vendor to be used. The requesting department should at this time provide the purchaser with the appropriate account number to be charged for the items. This will allow the person processing the PO to do so in a timely manner. Should a department identify a charge on their monthly account reports which was not authorized, please contact Finance to have the charge ticket pulled and verified or corrected.

6.3 Interest and Penalties.

From the time statements are sent from the bank to the City, we have 14 days to pay. If charges are not submitted/received by the Accounts Payable Department in a timely manner, interest and bank penalties, if any, will be charged to the cardholder's department/division. It is the cardholder's responsibility to ensure that their purchases are properly funded. Failure to ensure your purchases are properly funded may result in loss of credit card privileges.

6.4 Department/Division Credit Card Management Responsibilities.

6.4.1 Cardholders are to submit their activity with a PO to the Accounts Payable Department within five (5) business days of receipt for payment.

6.4.2 Inappropriate credit card Purchases are not the bank or vendor's responsibility. The vendor will be paid and the department/division budget charged unless the City returns the merchandise and the vendor agrees to take it back and issue a credit.

The cardholder's supervisor is to review the employee's usage of the credit card and is responsible for ensuring the cardholder conforms to the credit card usage guidelines and City purchasing policies. Inappropriate usage of the credit card by the cardholder shall be addressed by appropriate disciplinary measures.

6.4.3 Changes in Employment Status – Promotion, Transfer, Etc. If a cardholder changes departments/divisions, the Finance Department must be notified, in writing. Each credit card is coded with the appropriate funding and supervisory information associated with the respective cardholder, therefore affecting which department/division pays for purchases and receives the respective reports. A new credit card will be issued.

6.4.4 Resignation, Termination, Etc. If a cardholder's status with the City changes in such a manner that he/she is no longer an employee of the City, their card must be turned in to the Finance Department and their account must be closed. The department/division head has the responsibility for taking the card from the employee and forwarding it to the Finance Department. It is recommended that resigning employees turn in their credit card to their respective supervisor at least one (1) week prior to leaving. The card cancellation must be in writing using the Procurement Card Request form.

6.5 Credit Card Cancellation – Upon recommendation by the Director of Finance and approval of the City Manager, an employee's card may be cancelled. The decision to cancel is permanent. Any department head that wishes to cancel a credit card, must submit a written memorandum to the Director of Finance and City Manager.

7.0 RETURNS, CREDITS AND DISPUTED CLAIMS

7.1 In the case of an exception or disputed charge, you should first contact the supplier. Most exceptions or issues can be resolved between the cardholder and the supplier. If you cannot reach an agreement with the supplier, the next step is to contact the Bank at their customer service center (800-367-7576) from 7:00 a.m. to 7:00 p.m. daily. The staff is experienced in dealing with exceptions and should be able to help you. Nearly all exceptions can be managed using these two steps. If you are unable to obtain an acceptable resolution, you should call the Finance Department.

- 7.2 **Disputed Charges:** If after the cardholder audits the statement and he/she determines some charges are disputable, he/she will immediately investigate these charges to determine if any abuse has occurred or if the charges are valid. If an extended investigation is necessary, the cardholder shall notify the vendor and invoke the disputed charge procedures. Anyone suspecting fraudulent use or misapplication of the card should report this immediately to the Finance Department and the respective department/division head.
- 7.3 **Questioned Items:** All questioned items must be communicated to Texas Independent Bank within 60 days of the billing cycle date. Should a copy of the sales draft be required, \$5.00 will be charged to the cardholder's account when the draft is forwarded to the City/cardholder.

During the investigation of the questioned items, credits will be issued to the cardholder's account for the amount questioned and the associated transaction fees. Upon completion of the investigation, the cardholder will be notified of the resolution. For disputes not settled in the cardholder's favor, the account will be charged for the disputed transaction amount.

7.4 **Disputed Charges Procedures**

- 7.4.1 Cardholder attempts to resolve disputes (or returns) directly with the vendor.
- 7.4.2 If unsuccessful, the cardholder sends a written statement to TIB within 60 days of the billing cycle. The statement shall outline the basis of the dispute. Send a copy to the Purchasing Division.
- 7.4.3 After the dispute has been resolved, cardholder verifies the monthly statement that the appropriate charges have been removed and credited (or charged) to the account.

7.5 **Lost or Stolen Cards**

In the event your card is lost or stolen, the cardholder must notify the respective department head, and the Finance Department immediately! Representatives of TIB are available 24 hours a day. TIB will replace lost or stolen cards within fifteen (15) days after notification of the loss.

TIB: Call: 1-800-367-7576

(Tell the representative the call is regarding a credit card. Always obtain the name of the TIB representative to whom you reported the lost or stolen card.)

Liability. The City is financially liable for the card in the event it is lost or stolen and is subsequently used. When the loss is reported promptly, the liability is \$50 per card. This will come out of your budget. However, once you have notified TIB that your card is lost or stolen, the City is no longer liable for any purchases made with the card.

- 7.6 Returned Merchandise: If a cardholder returns merchandise obtained with a credit card to the merchant, the cardholder is to obtain a credit against the credit card. Cash reimbursements are not allowed.

In the event there are returns, the cardholder is to check the subsequent Bank Activities Statement for the credit and attach the credit slip to the statement when processing for payment. If a credit slip was not obtained, the cardholder is to attach the credit slip to the statement when processing for payment. If a credit slip was not obtained, the cardholder is to attach a written explanation of the return. If credit does not appear by the second subsequent statement, the cardholder is to contact a designated bank representative.

8.0 PURCHASING CARD SECURITY

The credit card should always be treated with at least the same level of care that you treat your own personal credit cards.

- 8.1 Credit card Storage: Keep your purchasing card in an accessible but secure location. Dual control for credit card used by other than a Department Head is to be adhered to by Supervisors.
- 8.2 Account Number: Guard the purchasing card account number carefully! Do not post it at your desk or write it in any other place that is easily accessible by others.
- 8.3 Credit Card Sharing (or use by someone other than the cardholder): The only person entitled to use the credit card is the person whose name appears on the face of the card. Know who you lend your card to use.

9.0 AUDIT

- 9.1 The cardholder is responsible for verifying and sending an accurate PO to the Accounts Payable Department within three (3) business days after receipt. (Late penalties will be assessed by the bank and charged to the respective department/division.)

9.2 Prior to the payment processing, cardholders will review purchases to determine:

- Purchase trends indicating the need to bid and establish annual contracts for repetitively obtained goods and services
- Monthly or multi-months purchase trends, which may indicate split or combined, Purchasing Card purchases to circumvent competitive quoting/bidding requirements

APPENDIX A

CITY OF ANGLETON, TEXAS PURCHASING CARD AGREEMENT

The City of Angleton, Texas is pleased to present you with this purchasing card. It represents the City's trust in you and your empowerment as a responsible agent to safeguard and protect our assets.

I, _____, hereby acknowledge receipt of a City of Angleton, Texas/Texas Independent Bank VisaCard Corporate Purchasing Card, number _____. As a Cardholder, I agree to comply with the terms and conditions of this Agreement, including the City policies governing the purchasing card program.

I acknowledge receipt of said Agreement and Procedures and confirm that I have read and understand the terms and conditions. I understand that the City is liable to Texas Independent Bank VisaCard for all City charges.

I agree to use this card for City-approved purchases **only** and agree **not** to charge personal purchases. I understand that the City **will audit** the use of this card and report any discrepancies.

I further understand that improper use of this card may result in disciplinary action, up to and including **termination** of employment. Should I fail to use this card properly, I authorize the City to immediately deduct from my salary that amount equal to the total of the discrepancy. I also agree to allow the City to collect such amounts even if I am no longer employed by the City.

I understand that the City may terminate my right to use this card at any time for any reason. I agree to return the card to the City immediately upon request or upon termination of employment.

Applicant:

Signature: _____ Date: _____

Printed Name: _____ Phone/ext.: _____

Department: _____ Division: _____

FAMILY AND MEDICAL LEAVE – ATTACHMENT J

- I. **PURPOSE AND SCOPE.** To enable employees to receive up to twelve weeks away from work within a twelve-month period to attend specified family and medical needs with job protection and no loss of accumulated service or benefits.

This policy applies to all employees who have worked for this City for at least twelve months and worked at least 1,250 hours during the twelve months preceding the leave.

II. **DEFINITIONS**

Accrued paid leave. Eligible PTO, sick leave, vacation leave, and compensatory time.

Child. A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability.

Health Care Provider:

1. a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state or country in which the doctor practices;
2. a podiatrist, dentist, clinical psychologist, optometrist, and chiropractor (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the state or country and performing within the scope of their practice as defined under law; or
3. a nurse practitioner, nurse midwife and clinical social worker authorized to practice under law and performing within the scope of their practice as defined under law; and
4. a Christian Science practitioner listed with the First Church of Christ Scientist in Boston, Massachusetts. (Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from the City that the employee or family member submit to examination, though not treatment, to obtain a second or third certification from a health care provider other than a Christian Science practitioner.)

Intermittent leave. Leave taken in separate periods of time due to a single illness or injury, rather than one (1) continuous period of time.

“In Loco Parentis”. Those persons with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

Key employee. An employee who is among the highest paid ten (10) percent of all the employees employed by the City.

Parent. The biological parent of an employee or an individual who stood “*in loco parentis*” to an employee when the employee was a child. This term does not include parents-in-law.

Reduced leave schedule. A leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

Serious health condition. An illness, injury, impairment, or physical or mental condition that involves:

1. In-patient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility, including any period of incapacity (i.e. inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment there for, or recovery there from), or any subsequent treatment in connection with such inpatient care; or
2. Continuing treatment by a health care provider including any one or more of the following:
 - a. a period of incapacity (i.e. inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment there for, or recovery there from) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - i) treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care under orders of, or on referral by, a health care provider; or
 - ii) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
 - b. any period of incapacity due to pregnancy, or for prenatal care.
 - c. any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - i) requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

- ii) continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - iii) may cause episodic rather than a continuing period of incapacity (i.e. asthma, diabetes, epilepsy, etc.).
- d. a period of incapacity, which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider (i.e. Alzheimer's disease, a severe stroke, or the terminal stages of a disease).
 - e. any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
3. A serious health condition does not include routine physical examinations, eye examinations, dental examinations, treatments for acne or plastic surgery, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc. unless inpatient hospital care is required or unless complications develop.

Spouse. A husband or wife, as the case may be, or as recognized under State law for purposes of marriage in the state where the employee resides, including common law marriage in states where it is recognized.

Substantial and grievous economic injury. A threat to the economic viability of the City or a substantial, long-term economic injury.

III. PROVISIONS

FMLA leave is provided in compliance with the Family and Medical Leave Act of 1993.

A. Entitlement calculation. An employee who is eligible for FMLA leave may take a total of 12 weeks of leave (480 hours) during a 12-month period measured forward from the date the employee takes the first day of FMLA leave. Employees may take FMLA leave for one or more of the following purposes:

- 1. For birth of a child and/or to care for the newborn child;

2. For placement with the employee of a son or daughter for adoption or foster care;
 3. To care for the employee's spouse, child, or parent with a serious health condition; or
 4. Because of a serious health condition that renders the employee unable to perform the essential functions of the employee's position.
 5. Military Leave up to 12 weeks of leave for certain qualifying exigencies arising out of a covered military member's active duty status, or notification of an impending call or order to active duty status, in support of contingency operation; or
 6. Military Leave up to 26 weeks of leave in a single 12-month period to care for a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty. Eligible employees are entitled to a combined total of up to 26 weeks of all types of FMLA leave during the single 12-month period.
- B. Documentation. The City may require documentation from the employee to establish the family relationship.
- C. Spouses employed by the City. If a husband and wife are both employed by the City, they are limited to a combined total of 12 workweeks of FMLA leave during a 12-month period for a purpose described in Subsection III.A.2., A.2., and A.3. The same limit applies to the 26-week entitlement to care for a covered service member.
- D. Expiration of entitlement of leave. Entitlement to FMLA leave expires at the end of the 12-month period beginning on the date of the qualifying event. On the first day of the anniversary month of the first qualifying event, the employee will be eligible for another 12-week period of leave.

Example #1: Child born on Oct. 15th and employee takes 12 weeks leave until Jan. 15th. All FMLA leave is exhausted, until October 15th when employee is eligible again for 12 weeks.

Example #2: Same as #1, but only takes 6 weeks leave, until Dec. 1st. Later in March, a serious health condition arises and 6 weeks leave is taken. FMLA leave is exhausted, until anniversary of first FMLA event, Oct. 15th when new eligibility is earned for 12 weeks.

E. Leave taken intermittently or on a reduced leave schedule.

1. When leave is taken for the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule upon approval of the Department Head. When leave is taken to care for the employee's spouse, child, or parent with a serious health condition or because of a serious health condition that makes the employee unable to perform the functions of the employee's position, it may be taken intermittently or on a reduced leave schedule when medically necessary.
2. If an employee requests intermittent leave or leave on a reduced leave schedule, the City may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.

F. Exhaustion of paid leave.

1. Employees on FMLA leave as provided under Subsection III.A. must use concurrently with and exhaust accrued paid leave (i.e., eligible PTO, sick leave and vacation) for which the employee may be eligible as part of the 12-week entitlement period, before beginning leave without pay status. In accordance with eligibility, the employee may designate the order in which paid leave is substituted. (**Exception:** FMLA shall run concurrently with time off work while an employee is receiving workers' compensation benefits. Employees in this status are not eligible to use accrued paid leave concurrently with FMLA.)
2. Employees on FMLA leave as provided under Subsection III.A.4; an employee must substitute and exhaust accrued paid leave (i.e. eligible sick leave and vacation) for which the employee may be eligible, as part of the 12-week entitlement period, before beginning leave without pay status. In accordance with eligibility, the employee may designate the order in which paid leave is substituted. If the employee's serious health condition also qualifies for workers' compensation, FMLA shall run concurrently with workers' compensation time off.

Employees who are off work due to a work-related injury or illness, and qualify for FMLA may not use accrued paid leave in addition to receiving workers' compensation benefits. Employees will only receive those benefits as provided by workers' compensation.

3. When employee is on FMLA leave without pay, PTO, vacation and sick leave and longevity shall not accrue.

4. An employee may elect to use his or her balance of compensatory time for an FMLA-qualifying event, however, the absence that is paid from the employee's accrued compensatory time may not be counted against the employee's FMLA 12-week entitlement.
5. In no event, however, shall FMLA leave granted exceed twelve (12) weeks in a 12-month period.

G. Obligations of employees.

1. When the necessity for FMLA leave under Subsection III.A.1 or A.2 is foreseeable because of an expected birth or placement, the employee shall provide their supervisor with not less than 30 days notice, before the date the leave is to begin, of the employee's intention to take FMLA leave. If the date of the birth or placement requires leave to begin in less than 30 days, the employee shall provide notice as soon as practicable.
2. When the necessity for FMLA leave as provided under Subsection III.A.3 or A.4 is foreseeable because of planned medical treatment, the employee:
 - a. shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the City, subject to the approval of the health care provider; and
 - b. shall provide their supervisor with not less than 30 days' notice, before the date the leave is to begin; except, that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide the notice as soon as practicable.

H. Medical Certification.

1. Human Resources staff shall require FMLA leave as provided under Subsection III.A.3 or A.4 to be supported by a certification issued by the health care provider of the affected person. A certification must be furnished within 15 calendar days of the request. A certification is sufficient if it states:
 - a. the date on which the serious health condition commenced;
 - b. the probable duration of the condition;
 - c. the appropriate medical facts within the knowledge of the health care provider regarding the condition;
 - d. i) for proposes of leave under Subsection III.A.3, a statement that the eligible employee is needed to care for the child,

spouse, or parent and an estimate of the amount of time that the employee is needed to care for the child, spouse, or parent; or

- ii) for the proposes of leave under Subsection IIIA(4), a statement that the employee is unable to perform the essential functions of their position;
- e. in the case of certification for intermittent leave, or leave on a reduced leave schedule, for planned medical treatment, the dates on which the treatment is expected to be given and the duration of the treatment;
 - f. in the case of certification of intermittent leave, or leave on a reduced leave schedule, under Subsection IIIA4, a statement of the medical necessity for the intermittent leave or leave on a reduced leave schedule, and the expected duration of the intermittent leave or reduced work schedule; and
 - g. in the case of certification for intermittent leave, or leave on a reduced work schedule, under Subsection III.A.3, a statement that the employee's intermittent leave or leave on a reduced work schedule is necessary for the care of the child, spouse, or parent who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.
2. If the City has reason to doubt the validity of the certification provided under Subsection III.H.1, for leave under Subsection III.A.3 or A.4, the City may require, at the expense of the City, that the employee obtain the opinion of a second health care provider designated or approved by the City concerning any information certified under Subsection III.H.1. A health care provider designated or approved under this paragraph may not be employed on a regular basis by the City.
 3. If the second opinion described in paragraph (2) differs from the opinion in the original certification provided under Subsection III.H.1, the City may require, at the expense of the City, that the employee obtain the opinion of a third health care provider designated or approved jointly by the City and the employee concerning the information certified under Subsection III.H.2. The opinion of the third health care provider concerning the information certified under Subsection III.H.1 is final and binding on the City and the employee. This doctor may not be employed on a regular basis by the City or employee.
 4. Human Resources staff may request subsequent re-certification of medical conditions no more often than every thirty (30) days unless the

circumstances described by the previous certification have changed significantly, or the City receives information that casts doubt upon the employee's stated reason for the absence.

5. Before an employee on FMLA leave under Subsection IIIA4 returns to work, the employee is required to provide a health care provider certification that the employee is able to return to work. The employee shall be notified of the fitness for duty certification requirement at the time the leave is approved.

I. Health benefits authorized.

1. The City will provide health benefits to an employee while on FMLA leave at the level and under the conditions which benefits would have been provided if the employee had continued in employment for the duration of the leave.
2. In cases where the FMLA leave is unpaid, the employee's portion of the cost of health benefits shall be deducted from the employee's pay upon their return to work.
3. The City may recover the cost for City paid health benefits during the period of unpaid leave if the employee fails to return to work, for at least thirty (30) days, after the period of leave to which the employee is entitled has expired and the employee fails to return to work for a reason other than:
 - a. the continuation, recurrence, or onset of a serious health condition or the employee's family member which would otherwise entitle the employee to leave under FMLA; or
 - b. other circumstances beyond the control of the employee.

J. Employee reinstatement. An employee, other than a key employee, returning from FMLA leave is entitled to return to the same position the employee held when leave commenced, or to an equivalent position with equivalent pay and benefits, and other terms and conditions of employment. If the resuming employee is unable to perform an essential function of the position because of a physical or mental condition, including the continuation of a serious health condition, the employee has no right to reinstatement to another position under FMLA.

K. Key employee reinstatement. If a key employee requests FMLA leave, the City may not deny the leave, but may notify the employee that reinstatement may be denied at the conclusion of the leave period, if the City determines and can

demonstrate that reinstatement of the key employee would cause substantial and grievous economic injury to the City. If the City denies reinstatement to a key employee, it shall comply with the following procedure:

1. The City will give the employee written notice at the time the leave is requested or when the leave commences, whichever occurs first, that the employee is a key employee and inform the employee of the potential consequences with respect to reinstatement if the City should determine that substantial and grievous economic injury to the City's operations will result if the employee is reinstated after FMLA leave. If the notice cannot be given immediately because of the need to determine whether the employee is a key employee, it will be given as soon as practicable after receipt of a request for leave or the commencement of leave.
2. As soon as the City makes a determination that reinstatement of the key employee will result in grievous economic injury to its operations, the City shall notify the employee in writing of its determination and that it intends to deny reinstatement to employment on completion of the FMLA leave. The City must serve this notice in person or by certified mail. The notice must explain the basis for the City's finding that substantial and grievous economic injury will result, and must provide the employee a reasonable time in which to return to work, taking into account the circumstances, such as the length of the leave and the urgency of the need for the employee to return.
3. If an employee does not return to work in response to the City's notification of intent to deny reinstatement, the employee continues to be entitled to maintenance of health benefits and the City may not recover its cost of health benefit payment. The key employee's rights under FMLA leave continue until the employee either gives notice that the employee no longer wishes to return to work, or the City actually denies reinstatement at the conclusion of the leave period upon request for reinstatement by the employee.
4. If a key employee requests reinstatement at the end of the leave period after having received earlier notice that reinstatement would be denied, the City must make a new determination based upon circumstances at the time. If it is again determined that substantial and grievous economic injury will result from reinstatement of the key employee, the City shall notify the employee in writing of the denial of reinstatement. The City must serve the notice in person or by certified mail.

L. The City may deny FMLA under any of the following circumstances:

1. There is not a qualifying event or the employee has not worked the required time; or
2. An employee fails to give timely advance notice when the need for FMLA leave is foreseeable. FMLA leave may be delayed until 30 days after the date the employee provides notice to the City of the need for FMLA leave; or
3. An employee fails to provide within 15 days a requested medical certification to substantiate the need for FMLA leave; or
4. All FMLA leave has been exhausted for that 12-month period.

M. Fitness-for-Duty Certification.

If an employee fails to provide requested fitness-for-duty certification to return to work, the City may delay restoration until the employee submits the certificate. If an employee fraudulently obtains FMLA leave, the City may deny job restoration or maintenance of health benefits in addition to other disciplinary action.

N. If the Employment Relationship Terminates

If the employment relationship between the City and the employee terminates, an employee's rights to continued leave, maintenance of health benefits and job restoration cease under FMLA.

O. If Conflict Exists

If a conflict should occur between these policies and the FMLA of 1993, as amended, the Act shall prevail.