



# INDEPENDENCE ★ MISSOURI ★

A GREAT AMERICAN STORY

## Personnel Board Agenda

November 21, 2023

9:00 AM, City Hall, Conference Room A, 111 E. Maple Ave., Independence, MO 64050 (1-800-222-5977  
ID8303411888#)

---

### I. CALL TO ORDER

### II. ROLL CALL

### III. APPROVAL OF THE NOVEMBER 7, 2023 PERSONNEL BOARD MEETING MINUTES

### IV. OLD BUSINESS

- A. Proposed Personnel Policy Revision: Article V: A, 2 - Adoption of Plan
- B. Proposed Personnel Policy Revision: Article VI: B - Termination

### V. NEW BUSINESS

- A. HEARING: Proposed Personnel Policy Revision: Article V: B, 5 - Longevity Pay
- B. HEARING: Proposed Personnel Policy Revision: Article IX: Definition of Terms
- C. HEARING: Proposed Personnel Policy Revision: Article IV: H - Bereavement Leave
- D. HEARING: Proposed Personnel Policy Revision: Article IV: L - Jury Duty Leave
- E. HEARING: Proposed Personnel Policy Revision: Article IV: F, 6 - Sick Leave
- F. Proposed Personnel Policy Revision: Article IV: C - Holidays
- G. Proposed Personnel Policy Revision: Article III: D, 2, b - Extension of Probationary Period
- H. Proposed Personnel Policy Revision: Article III: E, 1 - Employee Performance Appraisals, Frequency
- I. Proposed Personnel Policy Revision: Article III: G - Nepotism
- J. Proposed Personnel Policy Revision: Article VIII: - Drug & Alcohol Policy

### VI. NEXT MEETING

### VII. ADJOURNMENT

the promoted employee shall be increased to at least the entry rate of the new pay range, but not in excess of the maximum of the new pay range.

c. Demotion

- 1) Involuntary: See Article VII, Section H.3(f).
- 2) Voluntary: An employee may take a voluntary demotion to a position of lower compensation range, if qualified. The employee shall be paid at a rate which is within the approved range for the lower position. The rate of pay shall be recommended by the department director, and approved by the Personnel Director and City Manager, after taking in consideration the circumstances surrounding the reason for the demotion. An employee who has not completed the probationary period prior to demotion will be required to serve a new probationary period.

- d. Change in Classification - If a position audit results in a change in classification, the incumbent's compensation shall not change. In no event shall the employee receive less than the entry level of the pay grade of the new class.

A change in classification shall not impact an employee's merit review date.

- e. Out-Of-Position Pay - An employee who is assigned to work in a position in a class with a higher salary range for a period exceeding five (5) working days shall be compensated for all hours served in the higher class at a rate of five percent (5%) above his/her current base pay or the entry rate of the pay range of the classification being filled, whichever is greater.

- f. Acting Position Pay - An employee who fills a vacant position in a class with a higher compensation range will be entitled to receive the greater of a minimum of a five percent (5%) increase or the entry rate of the pay range of the classification being filled.

4. Pay Differentials: Personnel permanently assigned a late shift or performing certain duties, shall be entitled to pay differentials when approved by the City Manager, as follows:

- a. Full time employees who are permanently assigned to a shift beginning between the hours of 3:00 p.m. and 5:00 a.m. shall be entitled to a five percent (5%) pay differential.
- b. During periods of strike, flood, civil disorder, or other emergency, not to exceed three consecutive month's duration, the City Manager may approve, within current appropriations, a pay differential to personnel subjected to exceptional pressures, requirements, responsibilities, and a demand for performance of significantly increased duties over and above those normally associated with the employee's position.

5. Longevity Pay:

- a. On and after July 1, 1995, for all non-represented employees and for bargaining unit members with work agreements that refer to this alternative longevity system

**Commented [JR4]:** Currently, longevity pay issued to city employees does not factor into compensation the organization is included in marketability studies. The millions of dollars allocated for this benefit cannot currently be allocated as wages as it is currently outlined in the city charter as it is not considered in an employee's annual wage. The only way to change this and make this a real benefit to the employee and the city is to sunset the program and allocate the funds appropriately towards labor costs.

The City will be sunsetting longevity pay and moving any current pay associated with longevity into each employee's base compensation. Moving forward there will no longer be longevity pay for employees. Instead, all employees will be provided an annual pay increase of .5% (which is the same as the current annual longevity pay increase), as approved via the budget process.

the following provision for longevity pay will apply. On the employee's anniversary date, longevity pay will be determined by adding a longevity factor of five tenths of one percent (0.5%) of the employee's base pay to base pay. This calculation will occur for each year of service that an employee completes to a maximum of thirty (30) years of service. Any amount in excess of the employee's classification pay range, as a result of the above calculation, will be compensated as a bonus in addition to base compensation.

When a bonus exists, the bonus will be added to base pay prior to the multiplication by the longevity factor. This will occur until the employee's base pay plus bonus pay is less than the maximum for the employee's classification pay range. For purposes of this calculation base pay will be the employee's earnings in accordance with the classification schedule, plus longevity compensation.

**b. Sunset of Program**

- 1) On close of business December 31, 2023, the City's Longevity Pay Program will sunset for all active, qualified employees.
- 2) On close of business December 31, 2023, the City's Longevity Pay Program will no longer be available for newly hired employees who would qualify for this benefit.

**Formatted:** List Paragraph, Numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.38" + Indent at: 1.5"

**Formatted:** Font: 12 pt

6. **Overtime Pay:**

- a. All non-exempt employees working in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times their regular hourly rate of pay. For purposes of this subsection, when calculating total hours per week worked, holidays (as defined in Article IV, Section C) are included.

This section shall not preclude provisions establishing an entitlement to premium pay for hours worked on holidays or weekends (if the weekends are not regular working days for the employees in question). This section is intended to eliminate any practice or provision that automatically pays overtime or premium pay for all hours worked outside an employee's regular schedule if the employee has not actually worked the requisite number of hours during the pay period required to qualify for overtime pay.

- b. Overtime must be authorized by the department director.
- c. Exempt and non-exempt status shall be identified in the class specification.
- d. Compensation in excess of salary may be granted to exempt employees under emergency conditions which directly involve the health, safety and/or welfare of employees or citizens. Such pay must have prior approval of the City Manager.

7. **Compensatory Time:** Based on the decision of the department director non-exempt employees accumulate compensatory time in-lieu of overtime compensation in accordance with the Fair Labor Standards Act.

Compensatory time is limited to general employees being allowed to accumulate, at the

advice of a physician. The supervisor may place the employee on sick leave or temporarily assign the worker to different duties, as the best interest of the service may dictate.

## ARTICLE IX. DEFINITION OF TERMS

Throughout these rules, the following words and phrases shall have the meaning indicated below, except where the context clearly indicates otherwise.

**ACTING CAPACITY** means an interim appointment in a position to fill an existing vacancy in the Classified or Unclassified Service.

**AMERICANS WITH DISABILITIES ACT (ADA)** means Federal regulations which require the City to make reasonable accommodation to qualified applicants and employees which enable them to participate in the employment process and provide access to equal employment opportunities.

**APPLICANT** is a person who has filed a formal employment application with the City Personnel Department for employment by the City of Independence, Missouri.

**APPOINTING AUTHORITY** means the City Manager or the City Council as provided by the City Charter.

**APPOINTMENT** refers to the employment or assignment of a person to a position in the Classified or Unclassified Service who has been qualified for appointment and certified through an assembled or unassembled examination.

**APPOINTMENT RATE** means the pay rate at time of appointment, which is usually the minimum rate of a pay range.

**APPROPRIATION** is an authorization made by the Council that allows the City to incur obligations and to make expenditures of resources for the procurement of goods and services.

**ASSEMBLED EXAMINATION** means a written, oral, performance, assessment center, or physical agility test held at a specified time and place which is used to determine the relative fitness and ability of applicants.

**BOARD** means the Personnel Board of the City of Independence, Missouri, appointed by the City Council, the duties of which are specified in the City Charter, Section 3.29.

**BREAK IN SERVICE** is any lapse of working time between the official separation of an employee and ~~his or her~~their subsequent re-employment.

**CANDIDATE** means an applicant who is being evaluated for eligibility for employment.

**CATASTROPHIC, DEBILITATING, OR LONG-TERM ILLNESS OR INJURY** means an injury or illness of the employee that is unanticipated, non-job related, not willfully self-inflicted. Such illness or injury does not include ailments such as the flu, colds, virus, doctor, or dentist appointments, or for attending to or caring for family members.

**CERTIFICATION** means the act of the Personnel Director in qualifying eligible candidates for review and recommendation for appointment.

**CHARTER** means the Charter of the City of Independence, Missouri.

**CLASSIFICATION** refers to one or more positions sufficiently alike in duties, authority, and responsibilities, and having similar minimum qualifications and assigned the same pay range.

**CLASSIFICATION PLAN** is a plan classifying all positions on the basis of their respective duties, authority and responsibilities, and designating the minimum requirements.

**CLASSIFIED SERVICE** includes all positions in the municipal service, except those specified under "Unclassified Service: in these definitions.

**COUNCIL** means the City Council of Independence, Missouri.

**COMPENSATORY TIME** is time granted in lieu of payment of overtime to be taken off from work.

**COMPENSATION RANGE** is the minimum rate to the maximum rate of pay established for a classification.

**COMPENSATION PLAN** - see **PAY PLAN**

**COMPLIANT** is any concern an employee may have about the terms or conditions of their employment or department rules and regulations which does not constitute a violation of these policies and procedures or any provision of a work agreement.

**CONTINUOUS SERVICE DATE** is the effective date of an employment appointment or a reemployment, whichever is later.

**DEMOTION** means the voluntary or involuntary movement of an employee from one classification to a classification with a lower pay range.

**DEPARTMENT ~~DIRECTOR-HEAD~~** is the head of any operating or support service department.

**DISMISSAL** means the involuntary separation of an employee for cause. See termination.

**DISQUALIFICATION (of APPLICANT)** means determination of the Personnel Director to reject an application for reasons indicated in these policies and procedures.

**DISQUALIFICATION (of an EMPLOYEE)** means an involuntary, no-fault separation of an employee, or action in lieu thereof, based on a legal, physical, mental or emotional impairment or incapacity, occurring or discovered after appointment, which prevents satisfactory performance of the essential duties and responsibilities of the position.

**EFFECTIVE DATE** is the date when a personnel action takes effect; in the case of separation, the employee's last day of work, exclusive of accrued vacation leave, or compensatory time.

**ELIGIBLE CANDIDATE** is a person who meets minimum qualifications for a position, has passed an examination and whose name is placed on an eligibility list.

**ELIGIBILITY LIST** is a list of applicants who have met the requirements for a given classification in the Classified Service.

**Commented [JR5]:** Changes applicable throughout manual to allow for inclusion of all department leaders in the organization (i.e. chiefs, officers, managers, etc.).

**EMERGENCY** refers to any condition where the health, safety and services to the citizens of Independence are disrupted or threatened to the extent that physical damages to property, or injury to citizens can occur, or the welfare of the citizens of the City are endangered.

**EMERGENCY APPOINTMENT** is an appointment made to meet the immediate requirements of an emergency situation.

**ENTRY RATE** means the minimum pay rate of any pay range.

**EXEMPT EMPLOYEE** is an employee who works in an administrative, management, supervisory, or professional classification which is paid a salary, and the employer is not required to pay overtime.

**FAIR LABOR STANDARD ACT (FLSA)** is Federal legislation which regulates hours of work and pay.

**FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)** is Federal legislation which requires employers to provide eligible employees up to twelve (12) weeks of leave for certain types of leave required for a serious medical condition, to care for a spouse or child suffering a serious medical illness, or to care for a newborn, or an adopted or foster child who has been placed with the employee.

**FRINGE BENEFITS** are vacation, holiday, sick leave, payments for injuries or sickness received in the line of duty, health insurance, disability pay, pensions, termination pay, uniform and equipment allowance, dependent's benefits, longevity pay, and any other financial or economic benefits provided to employees.

**FULL-TIME POSITION** is one in which the employee is scheduled to work at least forty (40) hours per week or is scheduled to work eighty (80) hours in two (2) weeks under an authorized special work schedule.

**GENERAL SERVICE EMPLOYEE** means an incumbent of a position in the Classified and Unclassified Service other than those hereinafter designated and defined as "Public Safety Employees."

**GRIEVANCE (or APPEAL)** is an action taken by an employee which alleges a violation involving the application or interpretation of the terms and provisions of these Personnel Policies and Procedures or any provision of a Work Agreement.

**IMMEDIATE FAMILY** shall mean: spouse, mother, father, sister, brother, daughter, son, mother/father-in-law, sister/brother-in-law, son/daughter-in-law, grandparents, spouse's grandparents, grandchildren, step mother/father, stepbrother/sister, step son/daughter, step grandchildren and half-brother/sister. Immediate family as defined under the Family and Medical Leave Act (Article V, Paragraph b, 31c) shall include employee's spouse, child or parent.

**INCUMBENT** is the current occupant of a position in the classified or unclassified service.

**INITIAL PROBATIONARY PERIOD** is a test period of actual service following original appointment or re-employment in an authorized position to determine recommendation for regular status or termination; based upon the employee's ability to meet acceptable standards of performance in that position.

**JOB DESCRIPTION** is a summary of duties, responsibilities, and qualifications for each position in the classified service. A job description is the official written account of an employment position

**LAY-OFF** means the temporary suspension without pay of an employee when there is a projected shortage of work or a projected shortage of funds.

**LEAVE** is an authorized absence from regularly scheduled work hours which has been approved by proper authority.

**LIMITED POSITION** is a position which has a specified ending date, also referred to as a temporary position.

**LONGEVITY PAY** is a pay adjustment added to an employee's base pay based on ~~his or her~~their length of service.

**MERIT SYSTEM** assures the fair treatment of applicants and employees in all aspects of personnel administration. Provides for recruiting, selecting, promoting, and retaining employees on the basis of their relative ability, knowledge and skill, the guidelines for which are set forth in Section 3.25 of the Charter.

**MINIMUM QUALIFICATIONS** are the qualifications contained in the class specification which a person must possess in order to qualify or compete for a given position(s) in the classified or unclassified service.

**NEPOTISM** means the appointment or supervision of an employee by any City official or employee who is a member of their immediate family, which is prohibited by Section 5.11 of the Charter.

**NON-EXEMPT EMPLOYEE** is an employee who is entitled to overtime pursuant to the Fair Labor Standards Act and these Personnel Policies and Procedures.

**OUT-OF-POSITION** refers to a regular full-time employee temporarily assigned to perform all duties and assume responsibilities of a position with a higher salary range.

**OUTSIDE EMPLOYMENT** means any employment with an employer other than the City of Independence, including self-employment.

**PART-TIME POSITION** is a position in which an employee is scheduled to work fewer than forty (40) hours a week or less than the standard work week of others in the same classification or work unit.

**PAY PLAN (COMPENSATION PLAN)** is the listing of pay ranges for all positions in the classification plan.

**PAY RATE ADJUSTMENTS** are changes in pay as a result of any personnel action which affects the employee's pay status, such as a promotion or demotion.

**PAY DIFFERENTIAL** is a pay additive for working a late shift or for performing certain duties different from those defined in the classification specification, when approved by the City Manager.

**PERFORMANCE APPRAISAL SYSTEM** is an evaluation process for establishing

performance standards, providing feedback to employees, and determining effective job performance.

**PERFORMANCE APPRAISAL REPORT** is a written evaluation of the performance of an employee designed to inform the employee of the manner in which he or she is meeting expected work objectives established in the performance appraisal system.

**PERFORMANCE PAY INCREASE** means pay increases based on good work and successful achievement of expected work objectives justified by a performance appraisal report.

~~**PERSONNEL DEPARTMENT** is also known as Human Resources Department.~~ **HUMAN RESOURCES DEPARTMENT** division that oversees all things related to managing an organization's human capital.

~~**PERSONNEL**~~ **HUMAN RESOURCES DIRECTOR** is a trained, experienced personnel professional in human resources who directs the City Personnel Department and follows appointed duties as outlined in the City Charter, section 3.26. Personnel Director is also known as Human Resources Director.

**POSITION** means a combination of duties and responsibilities as defined by the current job description for the classification, requiring the full-time or part-time employment of one person.

**POSTING** is a written announcement of a job vacancy.

**PROBATIONARY PERIOD** is a working test period following appointment or promotion in which an employee in the Classified Service must demonstrate ~~his or her~~ their ability to successfully perform the essential functions of the position to which the employee has been appointed or promoted.

**PROMOTION** is the movement of an employee from one position to another position having a higher salary range.

**PROMOTIONAL EXAMINATION** is an examination which limits competition to employees in the Classified Service meeting the minimum qualifications for the position.

**PUBLIC SAFETY EMPLOYEE** refers to employees in the Police Department who are commissioned police officers and all employees in the Fire Department who have successfully completed required training for the Fire Fighter position.

**REASONABLE ACCOMMODATION** is any modification or adjustment to a job or the work environment that will enable a qualified applicant or employee with a disability to participate in the application process or to perform essential job functions.

**RECLASSIFICATION** is the change, or movement of an employee in a position in one classification to another due to a change in duties or responsibilities.

**RECOMMENDING AUTHORITY** means the department director who recommends to the appointing authority actions to be taken regarding the employment of individuals to positions in the Classified or Unclassified Service.

**REDUCTION IN FORCE** is a reduction in the City work force necessitated by a material

**Commented [JR6]:** Changes applicable throughout manual to allow for consistency with current department title.

**Commented [JR7]:** Changes applicable throughout manual to allow for consistency with current department director title.



change in duties and the organization.

**REGULAR EMPLOYEE** is an employee who has met all requirements for a position, has been recommended by the appropriate department head and has been approved by the City Manager for regular status following satisfactory completion of the initial probationary period.

**REQUISITION (OR REQUEST) FOR PERSONNEL** is the process to request recruitment to fill a funded, vacant position.

**RESIGNATION** is the voluntary separation of an employee from City service.

**RETIREMENT** is when an employee leaves City service, who is vested in the LAGERS pension plan, and starts to receive benefits from LAGERS.

**SUSPENSION** means the temporary separation of an employee from City service with or without pay.

**TABLE OF ORGANIZATION** is a complete list of Council authorized positions in all departments at any point in time.

**TEMPORARY EMPLOYEE** is a person appointed to a position with a limited tenure, either full-time or part-time.

**TERMINATION** means the involuntary, permanent separation of an employee from the Classified or Unclassified Service of the City.

**TRANSFER** means the movement of an employee from one department or division to another, or from one position to another position of the same class-or another class, having the same salary range.

**UNASSEMBLED EXAMINATION** means a process consisting of an assessment of education and training, experience, work history, or any other job-related factors, and an employment interview by a recommending authority.

**UNCLASSIFIED SERVICE** means any person and position as listed in Section 3.30, paragraph (1), of the Charter:

- Councilmembers, the City Clerk, the Management Analyst, and such other personnel as may be elected or appointed by the Council;
- Municipal Judge or Judges, and the Clerk of the Municipal Court;
- City Manager, and Assistant City Manager(s);
- Directors of all departments;
- Members of each board, commission, or other plural authority;
- All personnel who serve without compensation; and
- Persons appointed or employed on a temporary basis to make or conduct a special audit, inquiry, investigation, study, examination, or installation, or to perform a temporary service subject to such exceptions, limitations, and regulations, as the Personnel Policies and

Procedures may provide.

**VACANCY** means a position in the Table of Organization which is not occupied and for which funds have been budgeted.

**WORK(ING) AGREEMENT** is a formal agreement between members of a bargaining unit and the City which outlines mutually agreed upon rules for operation and conduct.

- 5) Counseling. To attend counseling (by someone other than a health care provider) for an employee, the covered military member, or for a child or dependent when necessary, as a result of duty under a call or order to active duty.
- 6) Temporary rest and recuperation. To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to five days of leave for each instance of rest and recuperation.
- 7) Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following the termination of the covered military member's active-duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active-duty status.
- 8) Mutually agreed leave. Other events that arise from the close family member's duty under a call or order to active duty, provided that the City and an employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active-duty orders or other military documentation indicating the appropriate military status and the dates of active-duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days.

Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

#### **H. Bereavement Leave**

In the case of death within the immediate family of a regular full-time or part-time employee such employee will be granted leave of absence from duty with pay. This leave will not be charged against the employee's accumulated sick leave or vacation time. Bereavement leave may not exceed three (3) working days; unless services are conducted out of a four-hundred-mile radius, in which case, the employee may be granted a leave of absence from duty for a period not to exceed five (5) working days. The department director may, at ~~his or her~~their discretion, authorize the use of other types of accrued paid leave which the employee may have, to extend this time.

~~Employees in their initial six-month probationary period are not eligible for paid bereavement leave.~~

#### **I. Injury Leave**

A City employee shall be granted injury leave in the event of an injury suffered while on duty and

4. Long Term Disability: An employee receiving long term disability pay shall have their base pay adjusted to ensure that their total compensation does not exceed their regular net pay. This will apply if the employee is receiving worker's compensation, or full salary while working a modified duty assignment.
5. Employee's Responsibility: Injury leave is authorized solely to enable an employee to recuperate from an injury incurred on the job. Employees who violate their physical restrictions or fail to follow all instructions issued by their treating physician while on worker's compensation leave, may be subject to disciplinary action.
6. Use of Accrued Leave: Employees must report to their supervisor when they are not able to keep a scheduled appointment relating to their on-the-job injury. Appropriate leave must be requested and authorized for any leave which is not expressly related to the on-the-job injury. This includes but is not limited to: Vacation leave; personal business leave; and sick leave.
7. Use of Family and Medical Leave: Family and Medical Leave shall not be charged against an employee while in an authorized worker's compensation leave status.

**J. Leave of Absence Without Pay**

An employee on vacation or sick leave status must request a leave of absence without pay within three (3) workdays after exhausting all paid leave. If an employee is absent for more than three (3) consecutive workdays after exhausting all paid leave and does not receive approval for a leave of absence without pay, the employee may be considered to have resigned without notice.

The Personnel Director is authorized to grant a leave of absence without pay not to exceed fifteen (15) calendar days upon recommendation of the employee's department director. The City Manager may grant an employee a leave of absence, without pay, for a period not to exceed one (1) year, upon written request. Failure on the part of the employee to report to work at the end of an approved leave without pay may be considered a resignation.

**K. Military Leave**

Employees shall be granted military training leaves of absence in accordance with applicable State law, without loss of pay or other benefits for a period not to exceed a total of one hundred twenty hours in any Federal fiscal year. Competent orders and sufficient prior notice must be received by the Personnel Director in order to grant military leave. While the City recognizes the re-employment rights of the veteran, the personnel record must reflect the employee's re-employment rights in accordance with Federal and State laws with a copy of the orders incorporated in the personnel file.

**L. Jury Duty Leave**

An employee will receive leave with pay for their regularly scheduled hours when required to serve on jury duty. The employee must provide notice of required jury duty to their supervisor, as soon as received by the employee. If released early from jury duty, the employee is required to report back to work. ~~Any compensation by the Court for such jury duty must be turned over to the Finance Director.~~ The employee may retain any allowance for jury duty, parking, mileage, or meal expenses provided by the Court.

6. Effect of Retirement or Separation: A regular employee hired before December 31, 2023 who separates from the City for any reason shall be compensated for all accumulated sick leave credit up to a maximum of 1,040 hours for employees who earn eight (8) hours sick leave per month (1,560 hours for employees who earn 12 hours sick leave per month) at the employee's rate of pay at the time of separation. An employee may elect to take this payment in a lump sum on their final paycheck or payment can be made at the equivalent of forty (40) hours per week, in via bi-weekly installments, until the amount of accumulated sick leave is exhausted or for a maximum of thirteen (13) pay periods. Any employee hired after December 31, 2023 will not be eligible for sick leave payout.

Formatted: Underline, Font color: Blue

7. Effect of Long-Term Disability: If an employee being compensated by paid leave is receiving long term disability compensation, the employee's base pay will be adjusted by the amount of the long-term disability received.

**G. Family and Medical Leave Act (FMLA)**

The Family and Medical Leave Act (FMLA) provides eligible employees the opportunity to take unpaid job-protected leave for certain specific reasons. An employee on FMLA leave may choose to use accrued paid leave to run concurrently during the FMLA leave, and the City may require the employee to substitute accrued paid leave during FMLA leave (as is specified in section 6 of this policy). The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

**1. Definitions:**

~~A~~ **“Serious Health Condition”** is an illness, injury, impairment, or physical or mental condition that involves either 1) an overnight stay in a medical care facility; 2) a period of incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; 3) an Incapacity caused by pregnancy or prenatal visits; 4) a chronic condition; 5) a permanent or long-term condition; or 6) multiple treatments.

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Bold

Formatted: Normal, Indent: Left: 0.5", No bullets or numbering

~~A~~ **“eCovered sServicemember”** is a member or veteran of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

~~The term~~ **“Serious Injury or illness”** means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty. With regard to veterans, the injury or illness may manifest itself before or after the individual assumed veteran status.

Formatted: Font: Bold

~~“~~ **Qualifying eExigencies”** include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, and post-deployment debriefings.

Formatted: Font: Bold

2. Employee Eligibility: To be eligible for FMLA leave, an employee must: