

Item # 7
Date: 4-13-26

RESOLUTION NO. 070 (2025/2026)

**A RESOLUTION APPROVING 2026 EMPLOYEE HANDBOOK
FOR THE CITY OF NEVADA EMPLOYEES**

WHEREAS, the City of Nevada, Iowa previously adopted the Employee Handbook by Resolution No. 063 (2017/2018); and

WHEREAS, Staff and City Attorney have reviewed the entire Handbook and updated changes that were needed per state law and previous union negotiations; and

WHEREAS, the Council would like to adopt the 2026 Employee Handbook as presented; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Nevada, Iowa, that the Employee Handbook is adopted.

PASSED AND APPROVED this 13th day of April, 2026.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk



CITY OF NEVADA

EMPLOYEE & VOLUNTEER HANDBOOK

| Approved by Resolution No. jjj (20254/20265) on __, 20265

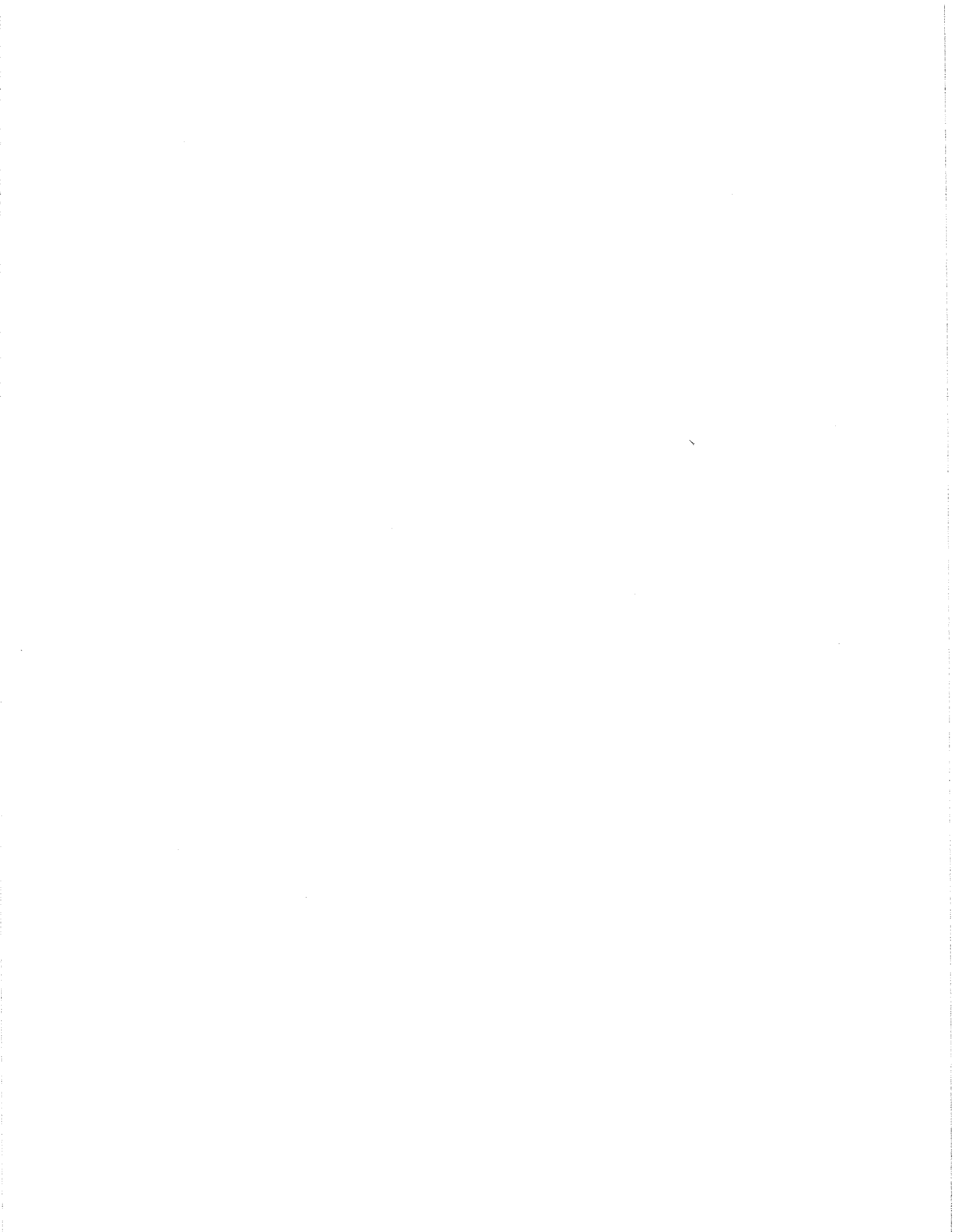


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SECTION I - INTRODUCTION

OVERVIEW

This Handbook establishes personnel policies for all employees of, and volunteers for, the City of Nevada, Iowa, (hereinafter City or Employer) except elected officials, members of citizens' boards and commissions and, anyone providing services on a contracted basis. Employees covered by a collective bargaining agreement will be covered by these policies, except where there is a conflict between the policies and an Agreement, in which case the Agreement will apply.

Department heads shall be covered by the policies outlined in this Handbook, except for specific exceptions of these policies granted by an individual contract or agreement with the City Council, either in writing or by resolution.

Standard operating procedures of the City of Nevada may vary somewhat between departments. This is necessary because of various duties and hours required of some departments, and various state and federal regulations that must be followed.

Each department head may establish separate policies for the purpose of handling matters applicable to their specific department. Such policies shall not conflict with the policies established by the City and must be approved by the City Administrator.

This Handbook is not an employment contract. It is intended solely to give employees and a volunteer a short description of the benefits and working conditions of the City. Any representations made by a City official that are contrary to this Handbook shall have no force or effect. The City is an employment-at-will employer. If at any time there should be conflict between a policy in this Handbook and a collective bargaining agreement or an applicable state or federal statute, or both, the terms of the Agreement or statute will govern. Personnel policies are at the discretion of the City and may be withdrawn, applied, or amended at any time.

EQUAL EMPLOYMENT OPPORTUNITY

The City of Nevada supports equal employment opportunity for all individuals without regard to race, color, religion, sex, sexual orientation, ~~gender identity~~, age, national origin, marital status, disability, status as a veteran and any other category protected by any applicable local, state or federal law; and adheres to any affirmative action requirement for grant recipients or imposed by any local, state or federal law. This policy extends to all terms, conditions and privileges of employment, as well as the use of all Employer facilities and participation in all Employer-sponsored activities as follows:

1. Recruitment, advertising and job application procedures;
2. Hiring, promotion, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
3. Rates of pay or any other form of compensation and changes in compensation;
4. Job assignments, job classifications, organizational structure, position descriptions, lines of progression, and seniority lists;
5. Leaves of absence, sick leave or any other leave;
6. Fringe benefits available by virtue of employment, whether or not administered by the City;
7. Selection and financial support for training, including apprenticeships, professional meetings, conferences and other related activities and selection for leaves of absence to pursue training;
8. Activities sponsored by a covered entity including social and recreational programs; and
9. Any other term, condition or privilege of employment.

Harassment, retaliation, coercion, interference or intimidation of any employee or volunteer is strictly forbidden and any employee or volunteer who experiences such behavior should report it immediately to his or her supervisor, department head, or the City Administrator.

DEFINITIONS

Regular Full-time Employee

An employee who is normally scheduled to work at least forty (40) hours per week on a regularly scheduled basis and has successfully completed their six (6) month probationary period. Regular full-time employees are eligible to receive all benefits provided in this Handbook.

Regular Part-time Employee

An employee who is normally scheduled to work less than forty (40) hours per week on a regularly scheduled basis and has successfully completed their six (6) month probationary period. Regular part-time employees are not eligible for any benefits due regular full-time employees, unless otherwise indicated.

Part-time Students

An employee who is normally scheduled to work less than forty (40) hours per week who is enrolled as a high school student and whose primary occupation is a student. Part-time students are not eligible for any benefits (including IPERS).

Temporary Employee

An employee hired for a stated term of employment as determined by a specific job assignment(s). Temporary employees may work either full-time or part-time work schedules. Temporary employees are hired for a short period of time on a seasonal, short-term, or emergency basis, generally for less than a twelve-month period. They are not entitled to the fringe benefits received by other employees. Temporary employees are at-will employees and can be terminated from employment at anytime.

Probationary Employee

A probationary employee is an employee who has not successfully completed six (6) months of continuous service.

Volunteer

Somebody who Volunteers their time, or who does charitable or helpful work without being legally bound to do so, and without expecting to be paid.

Volunteers are not entitled to the fringe benefits received by employees. Volunteers are at-will and their service can be terminated at anytime.

Exempt Employee

An exempt employee is a salaried employee who is not covered by the overtime provisions of the Fair Labor Standards Act and is not eligible to receive overtime compensation in the form of time off (compensatory time) or cash.

Non-exempt Employee

A non-exempt employee is one who is covered by the overtime provisions of the Fair Labor Standards Act and is eligible to receive overtime compensation.

Anniversary Date

The date(s) from which salary and leave benefits are calculated. For salary purposes, the anniversary date shall be calculated as follows:

For all employees, the salary review and adjustment anniversary date will be July 1 of every year. New Hires may receive an Offer Letter that may adjust this schedule. ~~the employee's initial date of regular full-time employment. An employee promoted, transferred, or demoted to another position with the City shall have a new salary review and adjustment anniversary date which will be the effective date of the promotion, transfer, or demotion.~~

For leave purposes, the anniversary date shall be the date of initial regular employment. No credit shall be given for service as a temporary employee when determining an employee's anniversary date.

Part-time employees are eligible for salary review and adjustment on ~~his/her anniversary date~~ or July 1, as determined by the department head.

SECTION II - EMPLOYMENT

LAYOFF AND RECALL

In the event the work force is to be reduced, the Employer agrees to provide affected employees as much advance notice as is administratively practical. Layoff of employees will be accomplished with due consideration to status, qualifications length of service, and performance evaluations. Employees laid off shall have recall rights to the job classification they were laid off from for up to one (1) year. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available.

PHYSICAL EXAMINATION

At the City's expense, all new prospective regular full-time and regular part-time employees must satisfactorily pass a medical examination before hiring is finalized. A pre-employment drug screening will also be conducted as part of this physical examination.

REASONABLE ACCOMMODATION

It is the policy of the City to comply with the provisions of the Americans with Disabilities Act (ADA). A qualified individual with a disability may request a reasonable accommodation from his/her department head. On receipt of an accommodation request, the department head will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the City might make.

The department head, ADA Coordinator, City Administrator and physician, counselor or other appropriate professional will determine the feasibility of the requested accommodation, considering factors, including, but not limited to, the nature and cost of the accommodation requested, the availability of outside funding, the City's overall financial resources and the accommodation's impact on the operation of the City, including its impact on the ability of other employees to perform their duties.

The department head will inform the employee of the City's decision on the accommodation request or on how to proceed with the accommodation. If the accommodation request is denied, the employee will be advised of his/her right to appeal the City's decision to the City AdministratorCouncil by submitting a written statement to the ADA Coordinator City Administrator along with the reasons for the request.

The City ~~Administrator Council~~ will review all employee appeals. After reviewing an employee's appeal, the ~~ADA Coordinator Council~~ will notify the individual making the appeal of the City ~~Administrator's Council's~~ decision.

VETERANS' PREFERENCE

Any honorably discharged veteran, as defined in Chapter 35C of the Code of Iowa, shall be entitled to preference in appointment, employment, and promotion over other applicants of no greater qualifications.

RESIDENCY REQUIREMENTS

All critical personnel (~~police~~, fire, water, wastewater, street personnel except fire and rescue volunteers) shall live within a drive time of forty-five minutes under normal driving conditions within six months of employment. The City Administrator, Public Safety Director, Police Chief, Fire Chief and Director of Fire/EMS shall reside within five miles of the City limits within six months of employment. ~~[Amended by Resolution No. 69 (2007/2008)] [Amended by Resolution No. 081 (2013/2014)]~~

EMPLOYMENT AT-WILL

Employment or being a Volunteer with the City of Nevada is for an indefinite period of time and is terminable at any time by you or the City, with or without reason and with or without notice, or at the completion of a special grant or project. The only exception to this provision is in the event of the existence of a written contract with an employee that provides to the contrary. Nothing in these policies or in other rules or policies adopted by the City Council shall in any way be construed as creating an employment contract, either expressed or implied.

EMPLOYEE EVALUATION

Department heads and supervisors are responsible for conducting a formal performance evaluation of each of their employees once a year and at the completion of an employee's probationary period.

SECTION III - HOURS OF WORK

HOURS

The purpose of this Section is to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week. The Employer shall make the determination of daily and weekly hours of work. The scheduled hours of work for employees may vary between departments because of operational demands. The workweek starts on Monday at 12:01 A.M. and ends on Sunday at midnight.

WORKWEEK

The normal workweek for most regular full-time employees shall consist of five (5) eight (8) hour days, with either a one-hour or one-half hour unpaid lunch period, which will normally be taken at or near the middle of the shift. If the schedule allows, employees may normally have a fifteen (15) minute paid break during each one-half (1/2) shift. The times and arrangements for lunch and break periods may vary, depending on the nature of the work being performed, and will be scheduled at the discretion of the department head.

Workweek schedules which differ from the normal workweek may be approved by an employee's department head. An adjustment to the workweek schedule does not reduce the total number of hours worked in a given workweek. Adjustments to an employee's workweek is discretionary based upon the operational needs of the department, and the employee must have prior approval by the Department Head.

COMPENSATORY TIME AND OVERTIME PAY

Overtime shall be defined as any time properly authorized or approved by the Employer in excess of the employee's normal forty (40) hour work week. An employee shall be required to work such overtime, as the Employer requires.

No employee shall be paid or otherwise compensated more than once for work performed, nor shall pay compensation or benefits be pyramided.

Overtime shall not be used to punish or reward employees.

In determining whether an employee is entitled to overtime, only hours actually worked shall be counted. All paid time off is counted as hours actually worked except for compensatory time off.

All non-exempt employees shall be granted compensatory time off at the rate of one and one-half (1 1/2) hours off for each hour of overtime worked or paid at the rate of

one and one-half (1 1/2) times the employee's straight time hourly rate for all hours worked in excess of forty (40) hours in a workweek.

An employee may accrue a maximum of eighty (80) hours of compensatory time off during the period of July 1 through December 31 of the contract year, and a maximum of eighty (80) hours of compensatory time off during the period January 1 through June 30 of the contract year. Any compensatory time off accumulated prior to December 1 of the contract year shall be paid on the second paycheck in December provided that the employee may elect to carry over not to exceed forty (40) hours of compensatory time. Any compensatory time off accumulated prior to June 1 of the contract year shall be paid on the second paycheck in June provided that the employee may elect to carry over not to exceed sixty (60) hours of compensatory time. Any compensatory time which the employee elects to have carried over to the next six-month period, will count toward the maximum which may be accrued during that six-month period. It is the policy of the Employer to require the compensatory time off be used as soon as is reasonably possible after it has accrued.

An employee may not work voluntary overtime within the same twenty-four (24) hours as they use sick leave.

TIME RECORDS

Each employee is responsible for completing a time record for hours worked and submitting it to his/her department head or supervisor. Department heads shall review time records to verify hours, department and function numbers, and appropriate signatures and thereafter sign approval. Approved time records are then to be submitted to the City Clerk's office.

INCLEMENT WEATHER

In the event of inclement weather or any disaster, any non-essential employee (as determined by the City Administrator) who wishes to remain home and not come into work or to return home from work may do so without pay or must take vacation time or compensatory time so that they may be paid.

SECTION IV - TIME OFF

HOLIDAYS

Regular full-time and regular part-time¹ employees are eligible for the following paid holidays:

New Year's Day	Presidents' Day
Memorial Day	Fourth of July
Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day
<u>Martin Luther King Day Floating Holiday</u>	

A regular full-time non-exempt employee required to work on any recognized paid holiday shall be paid one and one-half (1 ½) times the employee's straight time hourly rate for all hours worked (or compensatory time off at 1-1/2 times the hours worked, at the employer's choice), plus the paid holiday at his/her straight time rate. To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday, unless prior approval is given for such absence.

An employee on layoff or unpaid leave of absence is not eligible for holiday pay.

If a holiday falls on a regular day off, a regular full-time employee shall receive an additional eight (8) hour wages or compensatory time.

Certain holidays may vary from year-to-year; based on the dates they fall. Because of this variation, the City Administrator council may determine which day will be observed as the holiday. Normally, if a holiday enumerated in this section falls on Saturday, the preceding Friday shall be granted, and if a holiday enumerated in this section falls on Sunday, the following Monday shall be granted.

The Library Board will designate the holidays to be taken to accommodate Library hours.

For Police Officers, the above-listed holidays (~~a total of 88 hours~~) shall all be considered Floating Holidays to be accrued at the beginning of each calendar year. New police officers shall receive prorated Floating Holiday hours based upon their date of hire. These Floating Holidays are to be scheduled and used as all other paid time off hours. Refer to the Union Agreement for details. **[Amended by Resolution**

¹ A regular part-time employee is eligible for paid holiday leave in proportion to his/her percentage of time worked.

| **No. 063 (2017/2018)]**

VACATION

All regular full-time employees and regular part-time employees shall receive vacation as follows:

Upon Hire, employee will have a BANK of 40 hours, which can be used within the first year, however, accrual will not begin until after Year 2.

Upon Completion of:	Vacation Earned (Hours)	Per Biweekly Pay Period
One (1) Year	40 Hours	1.54 Hours
Two (2) Years	80 Hours	3.08 Hours
Three (3) Years	80 Hours	3.08 Hours
Four (4) Years	88 Hours	3.38 Hours
Five (5) Years	96 Hours	3.69 Hours
Six (6) Years	104 Hours	4.00 Hours
Seven (7) Years	120 Hours	4.62 Hours
Eight (8) Years	120 Hours	4.62 Hours
Nine (9) Years	120 Hours	4.62 Hours
Ten (10) Years	120 Hours	4.62 Hours
Eleven (11) Years	128 Hours	4.92 Hours
Twelve (12) Years	136 Hours	5.23 Hours
Thirteen (13) Years	160 Hours	6.15 Hours
Fourteen (14) Years	152 Hours	5.85 Hours
Fifteen (15) Years	160 Hours	6.15 Hours
Twenty-five (25) Years & More	200 Hours	7.69 Hours

~~[Amended by Resolution No. 063 (2017/2018)]~~

Regular part-time employees will earn vacation on a pro-rata basis.

Vacation will be based on length of service on anniversary date per the above schedule. Vacation will accrue each pay period at a rate of 1/26th of the amount due on the upcoming anniversary date and becomes earned on the anniversary date upon completion of year Two (2) Years. ~~One (1) year of continuous service is required before an employee may take vacation leave, unless authorized by the City Administrator.~~

The scheduling of vacation leave is dependent upon the judgment and discretion of your direct Department Head supervisor. ~~Department Head with final approval~~ being granted by the City Administrator. Three (3) days advance notification of vacation

leave shall be given by the employee to the supervisor or, in the absence of the supervisor/department head, the City Administrator. The advanced notification requirement may be waived by the City Administrator. For Police Officers see the current Union Agreement. ~~[Amended by Resolution No. 063 (2017/2018)]~~
~~Vacations will normally be taken in five-day increments unless otherwise approved by the department head.~~ Vacation leave may not be taken in less than one (1) hour increments.

Any vacation earned must be taken by the employee prior to the employee's next anniversary date. Up to forty (40) hours of vacation may be carried over to the next anniversary year with the written approval of the City Administrator.

Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

Upon resignation or termination, an employee shall be paid for all unused accrued vacation time, provided the employee has completed one (1) year of service and given a two (2) week notice.

SICK LEAVE

To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible, but in any event, not later than one (1) hour prior to the starting time of the employee's workday, unless the employee is unable to notify the Employer because of an emergency. ~~[Amended by Resolution No. 037 (2014/2015)]~~

Regular full-time employees will earn sick leave at the rate of eight (8) hours per month to a total of ninety-six (96) hours per year, a maximum accumulation of 1600 hours. ~~[Amended by Resolution No. 063 (2017/2018)]~~ Regular part-time employees accrue sick leave on a pro rata basis. Sick leave will accrue but may not be used until an employee has successfully completed ninety (90) days of employment.

Up to 40 ~~[Amended by Resolution No. 063 (2017/2018)]~~ hours of sick leave may be used per fiscal year when a member of your immediate family requires care or attention due to illness or injury. "Immediate Family" means and is limited to your spouse, child(ren), or stepchild(ren) and parents. In addition, an employee may use up to twenty-four (24) hours of sick leave per fiscal year for the birth or adoption of an employee's child. ~~[Amended by Resolution No. 037 (2014/2015)]~~

The Administration office shall receive a doctor's certificate from any employee who has both: (a) three or more occurrences (of sick leave) during a year, and also, (b) used forty (40) or more hours of sick leave in a calendar year. An employee shall also provide the aforementioned doctor's certificate for each additional absence due to illness or injury during the remainder of the calendar year. If an employee is absent for three or more continuous days, the employee shall be required to provide the doctor's certification. A medical appointment to review a condition which

resulted in an employee's being charged with a sick leave occurrence shall not constitute an additional occurrence. A medical doctor's written verification of illness or injury may be required by the supervisor for substantiation of an illness or injury.

In the event an employee, due to an illness/injury, entirely uses his/her sick leave, vacation time, and compensatory time, other employees will be allowed to donate portions of their accrued vacation leave to the employee. Such remuneration will be at the receiving employee's wage rate.

All employees who retire and apply for retirement benefits (IPERS or other similar retirement programs) may have their sick leave balance paid to them, up to a maximum of \$2,000-1,500.00. Upon death of an employee, the employee's accumulated sick leave, up to a maximum of \$2,000-1,500.00, will be paid to the estate. In either case, the payment due will be calculated at the employee's current hourly rate of pay.

DONATED LEAVE POLICY

In the event an employee who has been employed for at least twelve (12) months, due to an illness/injury, entirely uses his/her sick leave, vacation time, and compensatory time, other employees will be allowed to donate portions of their accrued vacation leave to the employee. Donation of compensatory time, medical leave bank or sick time is not allowed. Such remuneration will be at the receiving employee's wage rate. This policy is strictly voluntary and for the sole purpose to assist employees who have a personal or immediate family member catastrophic illness or injury.

An employee requesting donated leave must submit the request to the City Clerk. The request should explain the nature and extent of the catastrophic illness or injury. The City will review the information and notify the employee of the approval or disapproval within 10 working days after receipt. If the request is approved, a notice will be sent by the City Clerk to all employees stating that a fellow employee is in need of assistance and all employees will be given a chance to make a donation. To protect the privacy of the requesting employee's medical condition, only the employee's name and a statement that the employee has been approved to receive donated time will be released.

An employee may not receive donated leave in excess of 480 hours within a rolling twelve-month period. Donated leave cannot be used retroactively for a previous unpaid absence. Donated leave may not be used to extend a date of retirement. Donated leave is subject to the recipient employee's normal payroll deductions and are subject to all taxes as required by law.

Donated leave may be given in one (1) hour increments. Donated leave will be deducted from the donating employee's accrued leave bank at the next payroll process. Once the leave is transferred it is irrevocable. Donations are not tax deductible for the donating employee. In the event an eligible employee is no longer

in need of donated leave (due to returning to work, retirement, termination of employment), the unused pool of funds will be returned to those employees who had donated time. Returned hours will be calculated based on the percentage of dollars contributed by the donating employee to the total donated to recipient.

FUNERAL LEAVE

A regular full-time employee will be granted not to exceed five (5) days of paid leave in order to arrange and attend the funeral of the employee's spouse or child, including adopted child or stepchild.

A regular full-time employee will be granted not to exceed three (3) days of paid leave in order to arrange and attend the funeral of a parent, grandparent, grandchild, sister, brother, mother-in-law, father-in-law, half-brother or sister, or step-brother or sister of the employee.

A regular full-time employee will be granted not to exceed one (1) day of paid leave in order to attend the funeral of an aunt; uncle; and grandparent, brother or sister-in-law of the spouse of the employee. City Administrator may authorize funeral leave for additional family members.

Any such leave above shall be only for the scheduled workdays falling within the period commencing upon the death and extending through the day of the funeral.

A regular full-time employee will be granted one-half (1/2) day with pay in order to attend the funeral of a fellow city employee or former city employee.

Employee includes probationary employee.

MILITARY LEAVE

A regular full-time employee may be granted a military leave of absence for a period of up to thirty (30) working days with pay as described by Section 29A.28 of the Code of Iowa.

The City recognizes an employee's reemployment right in accordance with the Uniform Services Employment and Reemployment Act.

JURY DUTY/LEGAL LEAVE

An employee who is summoned for jury duty shall receive a paid leave of absence for the time the employee spends on such duty. Said employee shall turn over to the Employer jury service fees.

An employee who is summoned for jury duty but who is not selected, shall return to work; an employee who is selected for jury duty shall return to work if released from jury duty within the employee's scheduled work hours.

If an employee is subject to call for jury duty, the employee shall promptly notify the Department Head.

Employee includes probationary employee.

FAMILY AND MEDICAL LEAVE

Uses of FMLA Leave

In accordance with the Family and Medical Leave Act, the City grants leave to eligible employees for up to 12 weeks in a 12-month period. The employer will normally require an employee to exhaust all appropriate accrued paid leave prior to the approval of the use of unpaid leave. Employees who use paid leave to cover an FMLA leave period receive their usual compensation and benefits, as they do whenever they take vacation, paid sick leave, or other paid leave. Employees can request or use FMLA leave to cover the time they need to be away from work for any of the following purposes:

1. To care for a newborn child or a newly adopted or newly placed foster care child, as long as the leave is taken in the year following the child's birth or placement;
2. to care for a child, spouse, or parent who has a serious health condition; or
3. to provide employees time to attend to their own serious health condition that leaves them unable to perform their job.

Eligibility

To be eligible for FMLA leave, an employee must have worked for the City for at least one year and performed at least 1,250 hours of work during the previous 12 months.

Requesting Leave

Employees who know they need FMLA leave a month before the leave begins **MUST** give their supervisors 30 calendar days' advance notice. However, employees drawing on paid sick leave or vacation leave do not have to give any more notice than is required under those policies. Employees who are not certain they have enough paid leave available to last for their entire absence need to complete a "Request for FMLA Leave" form and submit it to their department head. Employees who cannot foresee the need for FMLA leave 30 days in advance must give as much notice as they can. This generally means notifying the City within one or two workdays of the time an employee first learns of the need for leave, unless extenuating circumstances exist.

Health Care Provider Certification

Employees who request FMLA leave because of a serious health condition, whether their own or a family member's, also must submit a completed "Certification of Health Care Provider" to the City before the leave can be approved. The City uses the Department of Labor's standard form for certification purposes.

Amount of Leave

Employees can take up to 12 weeks of FMLA leave in a 12-month period. However, where a husband and wife both work for the City, the two employees are limited to a combined total of 12 weeks of family leave to cover the time off they need after the birth or placement of a child or to care for a seriously ill parent. However, each employee is eligible to take any unused portion of the 12 weeks for his or her own serious health condition, the care of a seriously ill child, or the care of the other spouse.

Intermittent Leave

Employees taking leave because of their own or a relative's serious health condition can take their allotment of FMLA leave intermittently or in accordance with a reduced work schedule if this is medically necessary. Where employees have some control over the timing of their leave, they are expected to consult with their supervisors to try to arrange a mutually acceptable time. Employees taking leave to care for a newly born or newly placed child do not have a legal right to take intermittent leave and can do so only with their supervisor's consent.

Privacy and Leave Requests

Employees must inform their supervisors that they need family or medical leave and when they expect to be absent. However, supervisors should not ask or inquire about the reasons for the employee's leave request. Instead, to ensure the worker's privacy, the City makes any necessary inquiries and evaluates whether there is a medical need for the leave. The City also is responsible for ensuring that all medical information provided by employees is maintained in the strictest confidence.

Compensation and Benefits during Leave

FMLA leave is unpaid unless it is taken together with accrued paid leave. However, employees on FMLA leave continue to be covered by the City's group health benefits plan on the same terms that are applicable for active employees. FMLA leave does not cause employees to lose any previously accrued employment benefits.

For the duration of FMLA leave, the City will maintain the employee's single health coverage under the group health plan. In some cases, the City may recover premiums paid for maintaining an employee's health coverage if the employee fails to return to work from FMLA leave. Employees on extended leave, upon payment of the appropriate premiums, may continue as members of the City's life insurance programs. Upon return to work, the employee will be placed back into their original or equivalent position with equivalent pay, benefits, and other employment terms.

Reinstatement Following Leave

On returning from an FMLA leave of absence, employees normally are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. The only exceptions to this restoration procedure are for certain key employees, who are notified of their status when they first request FMLA leave. Key employees who take FMLA leave are reinstated to their former or equivalent positions only if their reinstatement does not cause the City substantial and grievous economic injury.

Post-FMLA Unpaid Leave

In some circumstances, the City might allow employees who have exhausted the leave available to them under FMLA to take additional unpaid leave. The City does not guarantee that it will be able to reemploy individuals who take post-FMLA leave. Further, during a period of post-FMLA leave, an employee's health care benefits do not continue in force, unless the worker elects to pay the full cost of COBRA coverage. Employees should be aware that a lapse in benefits coverage or plan participation during a period of post-FMLA leave might affect a worker's coverage after the employee returns to work.

UNPAID LEAVE

The employer will normally require an employee to exhaust all appropriate accrued paid leave and/or compensatory time, prior to the approval of the use of unpaid leaves. Full-time employees may upon written request, be granted an unpaid leave of absence. The request for unpaid leave shall be submitted no later than ten (10) days prior to the date of the anticipated absence whenever possible. Such unpaid leaves may be granted at the discretion of the City Administrator. Generally, an unpaid leave of absence shall not exceed ninety (90) days in duration. In unique circumstances, the City Manager may also approve an unpaid leave of absence on an intermittent basis. The employee must return from such leave on the agreed upon date to be reinstated to his/her former or a similar position, if available. Failure of an employee to return on the agreed upon date will be considered a voluntary resignation.

While on unpaid leave, an employee's seniority is frozen; no benefits will be provided, and the employee will not accrue vacation leave or sick leave.

While on unpaid leave, an employee may continue their health insurance at their own expense, if allowed by the carrier, and in accordance with the applicable laws. Premiums must be paid directly to the City Clerk's office. Arrangements for time of payment must be made with the City Clerk prior to the employee taking the leave.

SECTION V - BENEFITS

HEALTH INSURANCE

All regular full-time employees ~~and any other required employees~~ regular employees who average at least thirty (30) hours per week are eligible to apply for health insurance coverage, and the plan becomes effective the first of the month after date of hire. The Employer will pay a portion of the premium for each eligible ~~regular full-time~~ employee toward a Health and Major Medical group program chosen by the City. A copy of the group program will be provided to each employee. The employee will pay an amount per month, as determined by the Council Budget Committee and Employee Insurance Committee ~~City Council~~ each fiscal year, toward the monthly health insurance premium for either single or family coverage.

The insurance program referred to in this handbook shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

HEALTH INSURANCE CONTINUATION

Health insurance may continue after separation from employment with the City. The Consolidated Omnibus Budget Reconciliation Act (COBRA) permits the employee to continue health insurance coverage through the City at the employee's expense for the time limit specified in COBRA.

CONTINUATION COVERAGE UNDER IOWA CODE CHAPTER 509A

Employees who retire from City employment before age 65 are eligible to continue in the City's group health insurance plan up to age 65. Coverage must be continuous, that is the employee must elect the same coverage at retirement, and the retired employee must pay the full cost of the premium. For purposes of this section, a retired employee is one who has applied for and is receiving a retirement allowance.

LIFE INSURANCE

The City will pay the premium toward a \$10,000 life insurance policy for each regular full-time employee up to age 65. At age 65, life insurance policy will be reduced per carrier in accordance with the current policy.

IPERS

The Iowa Public Employees' Retirement System (IPERS) is a **defined benefit plan** and has a "*qualified plan*" status under federal Internal Revenue Code § 401(a). The principal purpose of IPERS is to provide an adequate retirement plan for public employees. Contributions are made to IPERS for an employee's public service by

both the member and employer. Employees are required to contribute to IPERS through payroll deductions. An employee's position or job classification determines the contribution rate applied to the member's covered wage. Part-time students are not eligible for IPERS.

TUITION AND TRAINING PROCEDURES AND REIMBURSEMENT TUITION REIMBURSEMENT

The City ~~may will~~ provide, to the extent permitted by the current budget, each regular full-time employee with tuition and training assistance under the following conditions and guidelines. Prior approval for tuition reimbursement and training must be given by the Department Head, and/or City Administrator. Any training outside the State of Iowa requires prior approval by the City Administrator. City vehicles shall be used when available upon verification from department head, to take coursework mandated by the City or required for certification. If no vehicles are available, the employee will be reimbursed for the use of their vehicle. No reimbursement will be given for personal transportation, meals or lost time from the job, for voluntarily taking a non-required course or training.:

TUITION REIMBURSEMENT.

- A.——Courses must be relevant to the employee's current job responsibilities.
- B.——Courses must be offered by an accredited educational or trade institution and taken for credit.
- C.——Prior approval must be given by the Department Head, and/or City Administrator.
- D.——Expenses to be reimbursed are: tuition, registration, books, fees, and other items charged by the educational institution incidental to the course.
- E.——Expenses will be reimbursed upon completion of the course or with a grade of "C" or better, if it is a graded course. Receipts are required and must be submitted with the regular accounts payable run.
- F.——No reimbursement will be given for educational efforts financed by any other source, i.e. V.A., the State, County and/or Federal grants, etc.
- G.——No reimbursement will be given for personal transportation, meals or lost time from the job, for voluntarily taking a non-required course.
- H. City vehicles ~~shall may~~ be used when available upon verification from department head, to take coursework mandated by the City or required for certification. If no vehicles are available, the employee will be reimbursed for the use of their vehicle.

Developmental training - Each employee is encouraged to participate in continuing education courses that are relevant to his/her job responsibilities. All requests should be in writing and given to the employee's Department Head. Evaluation of requests will include relevancy to the employee's duties, the amount

of recent training the employee has received in comparison to other employees in the department, budget, and staffing levels.

Professional training - For training required by the City, State or Federal governments, the City will pay: wages and other expenses including regular pay for time in attendance and time traveling, tuition, registration, books, fees, room and board, transportation and other items charged by the educational institution incidental to the course.

Commercial Drivers Licenses - If possession of a commercial driver's license (CDL) is a specific requirement for a given position, the City will reimburse the employee for the cost of the required CDL.

SECTION VI - COMPENSATION

PAY PERIOD

All employees will be paid on a bi-weekly basis. Direct deposit is the standard and preferred way of paying employees.

Direct deposit is the standard method by which new employees, full and part time, are paid. All new employees are given a direct deposit authorization form that must be filled out prior to being paid for the first time.

Paydays are every other Friday.

DEDUCTIONS FROM PAYCHECKS

Payroll deductions will include federal and state taxes, social security (FICA), Medicare, IPERS, and elected benefits, ~~and any other deductions~~ authorized by the employee. Other legally required deductions may be made upon notice to the affected employee.

SALARY SCHEDULE

The City Council shall annually establish the minimum and maximum rates of pay (salary scale) for each position. ~~Once a year~~ The City Council shall review and modify, if necessary, the salary scale and the percentage scale used to determine the percent of salary increase for employees. The City Administrator shall be responsible for administering job evaluations and salary adjustments.

SUPPLEMENTAL PAY (Added per union negotiations)

~~Any current employee who has completed EMT training and passed all required testing to be an EMT shall be entitled to receive a \$100 per month stipend, which is in addition to any other wages. Employees hired after July 1, 2018 shall not be entitled to the EMT stipend. [Amended by Resolution No. 037 (2014/2015)] [Amended by Resolution No. 063 (2017/2018)]~~

UNIFORMS AND SAFETY GLASSES

If an employee is required to wear a uniform or safety glasses as a condition of employment, the uniform ~~Uniforms~~ and safety glasses will be provided to designated employees at no cost to the employee. The employee is not responsible for reasonable wear and tear to the uniform or safety glasses. The employee is responsible for any damage to or loss of any uniform or safety glasses which is

caused by their own negligence or violation of work rules, and will be responsible for the replacement cost.

Designated employees are encouraged to wear logo apparel daily, while others are encouraged to wear logo apparel weekly.

Apparel clothing is the property of the City of Nevada; therefore employees are only allowed to wear the apparel clothing during regular business hours, including over-time hours, and must return all items upon severance from employment with the City of Nevada.

SECTION VII - MISCELLANEOUS

LIGHT DUTY

Eligibility

Temporary light duty assignments may be made for employees with work-related injuries or illnesses that are covered by Workers' Compensation. Eligibility for light duty is limited to employees for whom the assignment would be a progressive step in their return to work.

The Employer does not guarantee the availability of light duty work. In addition, employees on light duty are not guaranteed the rate of pay they received for the position they held at the time they sustained their work-related injury or illness. The pay rate for a light-duty assignment shall be based on the knowledge, skills, and abilities required for the job, as well as general labor market conditions. Employees who return to work in light-duty positions before they have reached maximum medical improvement may be eligible for temporary partial disability benefits under Workers' Compensation if they earn less than they earned in the position held at the time they sustained the work-related accident or illness. Employees in light-duty positions are not permitted to supplement their Workers' Compensation benefits by using their accrued vacation, personal, or medical/sick leave.

An employee with a job-related injury or illness who refuses a light duty assignment may lose Workers' Compensation payments.

Duration of Light Duty

Assignment of light duty tasks within an eligible employee's medical restrictions is intended to be for a temporary duration determined by the Employer. Light duty assignments will normally not exceed 12 weeks. Light duty assignments will be documented with a list of the functions assigned and the duration of the assignment. Temporary light duty assignments are not intended to become regular assignments.

Medical Certification

Before assigning temporary light duty, the Employer will require medical certification from the [eligible](#) employee's physician or other health care provider that the [eligible](#) employee is unable to perform his or her normal job duties within medical restrictions, and that the [eligible](#) employee is able to perform the proposed light duty assignment within medical restrictions. At the conclusion of the light duty assignment, the Employer will require fitness-for-duty medical certification to determine whether the [eligible](#) employee is able to return to his or her normal job duties.

Return to Work after Light Duty

If, at the end of the temporary light duty assignment, the [eligible](#) employee is able to perform his or her normal job duties without posing significant risk of harm to his or her health or the safety or health of others, the [eligible](#) employee may return to his or her normal position. If, at the end of the temporary light duty assignment, the [eligible](#) employee is not able to perform his or her normal job duties without posing significant risk of harm to his or her health or the health or safety of others, the Employer will review the employee's medical condition and determine whether the individual is a qualified individual with a disability and whether the [eligible](#) employee's work restrictions can be reasonably accommodated to allow the [eligible](#) employee to return to work. If no reasonable accommodation is available to return the [eligible](#) employee to his or her previous position, the Employer will then consider transferring the [eligible](#) employee to a vacant position for which the employee is qualified, [pay will be adjusted in accordance with the duties assigned](#). If nothing suitable is available, the [eligible](#) employee may be terminated.

PRIVACY

In collecting, maintaining, and disclosing personnel information, the Employer makes every effort to protect employees' and volunteers' privacy rights and interests and prevent inappropriate or unnecessary disclosures of information from any worker's/volunteer's file or record. Except as otherwise required by law, the Employer treats personal information about employees and volunteers as confidential and respects the need for protecting each employees' and volunteers' privacy by enforcing secure information handling procedures on the part of all personnel whose job duties involve gathering, retaining, using, or releasing personal information about the organization's employees and volunteers.

~~The City collects and retains only such personal information as it needs to effectively conduct business. The City takes steps to make sure that all personal and job-related information about employees and volunteers is accurate, complete, and relevant for its intended purpose.~~

In response to an information request from an outside organization, individual, or entity, the Employer normally verifies only the employment or service status and dates of employment or service of former or present employees and volunteers.

The Employer does not provide any other information unless and until it has received from the employee, volunteer or former employee a written request that it disclose or confirm additional specific information.

Desks, storage areas, work areas, file cabinets, lockers, credenzas, computer systems, office telephones, modems, facsimile machines, duplicating machines and any vehicles or equipment are the Employer's property and must be maintained according to this policy. All such areas and items must be kept clean and are to be used only for work purposes. The Employer reserves the right, at all times, and without prior notice, to inspect and search any and all of the Employer's property for the purpose of determining whether this policy or any other policy has been violated, or whether such inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state or federal laws. Such inspections may be conducted during or outside of business hours.

The Employer's computer systems and other technical resources, including any voicemail or e-mail systems, are provided for use in the pursuit of the Employer's business and are to be reviewed, monitored, and used only in that pursuit, except as otherwise provided in this policy. As a result, computer data, voicemail, and e-mail are readily available to numerous persons. During the course of employment, or volunteerism, as you perform or transmit work on computer systems or other technical resources, your work may be subject to investigation, search and review in accordance with this policy. In addition, any electronically stored communications that employees or volunteers either send to, or receive from, others may be retrieved and reviewed whenever the Employer chooses to do so, with or without the employee or volunteer present.

Employees and volunteers have no right of privacy as to any information or file maintained in or on the Employer's property or transmitted or stored through the Employer's computer systems, voicemail, e-mail or other technical resources. While e-mail and voicemail may accommodate the use of passwords for security, the reliability of passwords for maintaining confidentiality is not guaranteed. Moreover, all passwords/user ID's must be made known to the City Clerk [or designee](#) for access to files. Failure to do so violates this policy and may result in discipline up to and including discharge. Passwords/user ID's not known by the City Clerk [or designee](#) will be terminated and further access denied to the end user until a proper, known password is established.

ELECTRONIC MEDIA AND INTERNET USE

Basic Policy

The City currently uses a variety of electronic forms of communications and information exchange. City employees and volunteers have access to one or more forms of electronic media and services such as computers, e-mail, telephones,

voice mail, fax machines, external electronic bulletin boards, on-line services, wire services, and the internet.

The City encourages the use of these media and associated services because these communications and access to information are very useful in conducting City business. It remains, however, that the electronic media and services provided on or through City devices are City property and their purpose is to facilitate City business.

With the rapidly changing nature of electronic media, this policy cannot establish rules to cover or anticipate every possible situation. This policy is intended to express the City's philosophy and establish general principals to be applied in the use of electronic media and services on City property or with City-owned devices.

The following procedures apply to all electronic media and services that are accessed on or from City premises; accessed using City computer equipment, or via City-paid access methods or facilities; and/or are used in a manner which identifies the individual user with the City.

Only persons presently employed by or serving in an official capacity with the City of Nevada are permitted to use computer resources owned, rented, leased or otherwise under the control of the City with the exception of the computer resources offered to the public by the library. The use of the computer resources offered to the public by the library is controlled by the library's computer use policy.

Unless expressly authorized, installing computer hardware and/or software on the City's computer systems or on City Property is strictly prohibited.

Procedures

Electronic media may not be used for knowingly transmitting, retrieving, or storage of any communications of a discriminatory or harassing nature, or which are derogatory to any individual or group, or which are obscene or X-rated communications, or are of a defamatory or threatening nature, or for "chain letters," or for any other purpose which is illegal or against City policy or contrary to the City's interests.

Electronic media and service are primarily for City business use. Limited, occasional or incidental use of electronic media (sending or receiving) for personal, non-City purposes is understandable and acceptable, as is the case with the occasional receipt or placement of personal phone calls.

Electronic information created and/or received by an employee or volunteer using e-mail, word processing, utility programs, spreadsheets, databases, voice-mail, Internet/BBS access, or any such similar means, is the sole property of, and may be monitored by the City. The following conditions should be noted.

The City routinely monitors usage patterns for both voice and data communications for a variety of purposes including cost analysis/allocation and the management of the connection to the internet.

The City also reserves the right, in its discretion, to review any employee's or volunteer's electronic files and message and usage to the extent necessary to ensure that electronic media services are being used in compliance with the law and with this and other City policies.

Since electronic communications are not secure from possible intentional or inadvertent misdirection and interception, sensitive information about personnel or municipal business should be sent utilizing other, and more secure, forms of communications.

Employees and volunteers must respect the confidentiality of other people's electronic communications and may not attempt to read, access other employee's or volunteer's communications, or breach computer or network security measures, or monitor electronic files or communication of other employees, volunteers or third parties except by explicit direction of the City Administrator or Mayor.

Each employee or volunteer who uses any security measures must provide his/her supervisor with a sealed hard copy record of all his/her passwords and encryption keys, if any, including all log-in names and passwords to access the computer and any internet site which is accessed by the employee, or volunteer using City equipment or services, or from the City's premises.

No e-mail or other electronic communications may be sent which attempts to hide the identity of the sender or represent the sender as someone else or as being from another city or business.

Electronic media and services should not be used in a manner which is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.

Anyone obtaining electronic access to other companies' or individuals' materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.

Any employee or volunteer who violates this policy or is found to be abusing the privilege of City-facilitated access to electronic media or services will be subject to corrective action including termination and/or may risk having the privilege of access and use of electronic media removed for him/her and possibly other employees or volunteers.

Files downloaded from the Internet or any other device must be scanned with virus detection software before installation or execution.

All appropriate precautions should be taken to detect for a virus and, if necessary, to prevent its spread.

E-Mail may constitute a public record under certain circumstances and may be accessible or obtainable by individuals, agencies and others and may be subject to state law and City policy pertaining to record retention and destruction.

Employees and volunteers are obligated to cooperate with any investigation regarding the use of the City's computer equipment.

This policy is subject to revision from time to time as deemed appropriate by the City.

CONTACT WITH THE MEDIA

To ensure accuracy, a City employee or volunteer shall not give any statements, written or oral, or any City documents or papers to a member of the press or broadcast media without permission of the department head. A department head may give an employee or volunteer permission to speak with the media on certain matters without prior approval.

ACCESS TO FILES

Current Employees ~~or volunteers~~ have the right to review their own personnel files within a reasonable time frame, by contacting the City Clerk. Separate confidential files including employee medical information are maintained by the City Clerk.

Current Employees ~~or volunteers~~ may not see any written employment reference.

If an employee ~~or volunteer~~ disagrees with something in his/her file or wants to add any information to the file, the information should be submitted to the City Administrator in writing. Employees ~~or volunteers~~ may not remove any information from their files or take the file off the premises.

Copies of an current employee's ~~or volunteer's~~ file will be provided to the employee ~~or volunteer~~ within a reasonable period of time after the employee or volunteer requests the information.

NEPOTISM

To alleviate any potential problems with conflicts of interest, staff morale, or perceptions of favoritism, the Employer restricts employing relatives of persons

currently employed when a relative would be working directly for or supervising a relative or would occupy a position in the same line of authority as a relative within the City. In unique circumstances, the City Administrator may approve the hiring of a relative provided they would not be under direct supervision of their relative.

Relatives are defined as spouse or unmarried couples in relationships similar to spouses, parent, parent-in-law, legal guardian, child, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, stepparent, stepsibling, half sibling, stepchildren, foster children, or any individual whom an employee has a close personal relationship, such as a domestic partner, co-habitant, or significant others.

SOLICITATION

Unless authorized by the City Administrator, all solicitation among City employees and volunteers during working hours for charitable contributions or any other purpose, and selling of tickets, chances, magazines or merchandise of any kind are prohibited.

CHANGE OF ADDRESS

Employees and volunteers must advise the City Clerk's office of any changes in their name, address, telephone number, marital status, number of dependents, or emergency contact information.

SECTION VIII- SAFETY AND HEALTH

GENERAL POLICY

It is City policy to provide and maintain a work environment conducive to the safety and health of its employees and volunteers.

EMPLOYEE OR VOLUNTEER INJURIES OR WORK RELATED ILLNESSES

Employees and/or volunteers should immediately report all work related injuries or illnesses to his/her supervisor or the department head. The department head shall advise employee and/or volunteers to call Company Nurse and in a reasonable time frame immediately report the accident to the City Administrator. Within 24 hours, the employee or volunteer, with the assistance of the City Clerk's Office shall fill out the necessary form/s for reporting the injury or illness. If an employee or volunteer is immediately hospitalized as a result of an accidental injury or illness incurred while on the job/duty, the department head shall notify the City Administrator and the City Clerk as soon as possible. Any employee or volunteer failing to report such an injury or illness as described in this paragraph, shall be subject to disciplinary action.

The Safety Committee shall review accident and injury reports, among other responsibilities established in the Safety Committee Rules attached. [Amended by Resolution No. 037 (2014/2015)]

TRAINING

The City of Nevada will provide all employees and volunteers with the required safety training to perform their job/duties in a safe manner. Employees and volunteers will be required to attend mandatory safety training.

HEPATITIS B VACCINATION

The City offers Hepatitis B vaccinations at no cost to the employee or volunteer. All new regular employees and volunteers will be required to return the *Hepatitis B Employee/Volunteer Vaccination Decision Form* prior to the completion of their first month of employment with the City. Information pertaining to the disease, the vaccine and side effects, along with the Decision Form are included in the Acknowledgement Forms.

SECTION IX- EMPLOYEE AND VOLUNTEER CONDUCT

HARASSMENT

The City is committed to providing all of its employees and volunteers with a work place free from harassment. The City maintains a strict policy prohibiting sexual harassment and harassment on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, physical or mental disability, age, marital status, veteran status or any other characteristic protected by applicable laws. This prohibition applies to all employees, volunteers, vendors, residents, or citizens of the City. No employee or volunteer of the City is expected to tolerate any conduct prohibited by this policy from anyone while at work or engaged in City business.

SEXUAL HARASSMENT DEFINED

Sexual harassment prohibited by this policy includes any unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

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

The following is a partial list of conduct that would be considered sexual harassment:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening retaliation after a negative response to sexual advances.
- Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars, or posters.
- Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, sexual banter or innuendoes, or comments about an employee's or volunteer's body or manner of dress.

- Written communications of a sexual nature distributed in hard copy or via a computer network.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- Physical conduct such as touching, assault, impeding or blocking movements.
- Retaliation for making harassment reports, threatening to report harassment or participating in a harassment investigation.

Sexual harassment can occur between employees or volunteers of the opposite sex or of the same sex. ~~It is violation of the City's policy for males to sexually harass females or other males, and for females to sexually harass males or other females.~~ Sexual harassment can occur between supervisors and subordinates, employees, volunteers, and non-employees and between co-workers.

OTHER TYPES OF HARASSMENT

The City also prohibits other forms of harassment on the basis of race, color, national origin, religion, gender, physical or mental disability, age, marital status, veteran status or any other characteristic protected by applicable laws. Such prohibited harassment includes, but is not limited to, the following:

- Verbal conduct such as threats, epithets, derogatory comments or slurs;
- Visual conduct such as derogatory posters, photographs, cartoons, drawings or gestures.
- Written communications containing statements that may be offensive to individuals in a particular protected group, such as racial or ethnic stereotypes or caricatures.
- Physical conduct such as assault, unwanted touching or blocking normal movement.
- Retaliation for making harassment reports, threatening to report harassment or participating in a harassment investigation.

HARASSMENT COMPLAINT PROCEDURE

Any employee or volunteer who believes he or she has been subjected to harassment prohibited by this policy should immediately report that behavior to his/her supervisor, the City Administrator, or any department head with whom the employee or volunteer works or reports.

If an employee or volunteer becomes aware of harassing conduct engaged in or suffered by a City employee or volunteer, regardless of whether such harassment directly affects that employee or volunteer, the employee or volunteer should immediately report that information, to his/her supervisor, the City Administrator, or any department head with whom the employee or volunteer works or reports.

Whenever the City is made aware of a situation that may violate this policy, the City will conduct an immediate, thorough and objective investigation of any harassment claims. If the City determines that prohibited harassment has occurred, it will take appropriate action against any person found to have engaged in prohibited harassment. A determination regarding the alleged harassment will be made and communicated to the person claiming harassment as soon as practical. The type of discipline administered will be dependent upon the severity of the conduct, as well as any other factors presented in the particular circumstances. Employees and volunteers violating this policy are subject to discipline up to and including termination.

~~The City strictly prohibits retaliation against any person who submits a good faith harassment or discrimination complaint or who participates in an investigation relating to such a complaint by another employee or volunteer, or by the City for using this complaint procedure, reporting harassment, or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the City or a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.~~

The City does not consider conduct in violation of this policy to be within the proper course and scope of employment or volunteerism and does not sanction such conduct on the part of any employee or volunteer, including management employees.

WORKPLACE VIOLENCE

The City has adopted this Zero Tolerance Policy for workplace violence because it recognizes that workplace violence is a growing nationwide problem that needs to be addressed by all employers. Consistent with this policy, acts or threats of

physical violence, including intimidation, harassment, and/or coercion which involve or affect the City or which occur on City property will not be tolerated.

Acts or threats of violence include conduct that is sufficiently severe, offensive, or intimidating to alter the employment/working conditions at the City or to create a hostile, abusive, or intimidating work environment for one or several City employees or volunteers. Examples of workplace violence include, but are not limited to:

- All threats or acts of violence occurring on City premises, regardless of the relationship between the City and the parties involved in the incident.
- All threats or acts of violence occurring off the City premises involving someone who is acting in the capacity of a representative of the City.
- All threats or acts of violence occurring off the City premises involving an employee or volunteer of the City if the threats or acts affect the legitimate interest of the City.
- Any acts or threats resulting in the conviction of an employee or agent of the City, or of an individual performing services for the City on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence that adversely affect the legitimate interests of the City.

Specific examples of conduct that may be considered threats or acts of violence include, but are not limited to:

- Hitting or shoving an individual
- Threatening an individual or his/her family, friends, associates, or property
- The intentional destruction or threat of destruction of City property
- Harassing or threatening phone calls or emails
- Harassing surveillance or stalking
- The suggestion or indication that violence is appropriate
- Unauthorized possession or inappropriate use of firearms or weapons

The City's prohibition against threats and acts of violence applies to all persons involved in the City's operation, including, but not limited to, City personnel, contract and temporary workers, volunteers and anyone else on City property, by any individual acting as a representative of the City while off City property, or by an individual acting off of City property when his/her actions affect the City's interests. Violation of this prohibition will lead to disciplinary action, up to and including termination, and/or legal action as appropriate. No provision of this policy shall alter the at-will nature of the employment or volunteer relationship with the City.

Every employee or volunteer, and every person on City property is encouraged to report incidents, threats, or acts of physical violence. The report should be made to his/her supervisor, the City Administrator, or any department head. Nothing in this policy alters any other reporting obligation established in City policies or in state, federal, or other applicable law.

DRUG FREE WORKPLACE POLICY

The use of controlled substances, either on or off the job, is inconsistent with the behavior expected of City employees or volunteers, and subjects all employees, volunteers and the public to unacceptable safety risks, and undermines the City's ability to operate effectively and efficiently. Therefore, the policy of the City is to maintain a drug-free workplace. A drug-free workplace means that alcohol or a controlled substance (drugs in any unauthorized form) as defined in Sections I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 81 and as further defined in regulation 21 C.F.R. 1308.11-1308.15), as well as any applicable Iowa statutes regulating alcohol and controlled substances. The unlawful manufacture, distribution, dispensing, possession, sale or use of a controlled substance in the workplace, or any premise where City business is carried out, is strictly prohibited.

The Drug-Free Workplace Act of 1988 requires employees to report any conviction under a criminal drug statute for violations occurring on the Employer's premises, or off the Employer's premises while conducting official City business. A report of a conviction must be made to your department head within five (5) workdays after conviction. Failure to do so will result in immediate discharge from City employment.

The Employer's complete Substance Abuse and Drug Testing Policy appears separately in this handbook as Section XII.

ACCEPTANCE OF GIFTS

You are required as an employee or volunteer, to adhere to the following City policy covering the acceptance of gifts.

- In accordance with the Code of Iowa, City employees/volunteers shall not, directly or indirectly, solicit, accept or receive any gift that is in any way related to their employment with the City.

PERSONAL FINANCIAL INTEREST

City employees and volunteers must avoid participating financially, directly or indirectly, in any business enterprise that might influence or appear to influence any official decisions or actions as City representatives.

WORK RULES AND DISCIPLINARY ACTION

The following Work Rules address examples of what could be considered unsatisfactory conduct, but are not necessarily the only areas in which disciplinary action may be taken if conduct or instances require. These Rules may be modified as changing conditions warrant. Each case shall be considered on its own merits with due consideration as to the nature of the offense, the cause, the background, the likelihood of repetition, and the attitude of the offender. These rules are only examples and as always, you may terminate your employment, or relationship with the City at any time, with or without cause, and the City retains that same right.

~~Refer to Nevada Code of Ordinance Chapter 21.04 (11) relating to Employee Duties of City Administrator for guidance on disciplinary rules. [Amended by Resolution No. 037 (2014/2015)]~~

Involuntary Termination

The department head may recommend to the City Administrator the termination of an employee or volunteer for violation of Work Rules. The City Administrator will make a determination whether to terminate the employee. ~~[Amended by Resolution No. 037 (2014/2015)]~~

CLASS I WORK RULES

CLASS I work rules are examples of work rules, which if violated for the first time, will normally not result in discharge.

1. Loafing or lackadaisical performance of job assignments or disturbing others at work.
2. Failure to begin work at starting time.
3. Tardiness, absenteeism, or leaving work early without authorization or good reason.
4. Working unauthorized hours or violation of work hours, rest periods, or lunch periods.
5. Unauthorized extension of breaks and/or lunch periods.
6. Leaving the work place during work hours without authorization.
7. Unnecessary socializing or extended visiting during working hours.
8. Loitering or wasting time during working hours.
9. Unauthorized or unnecessary time spent away from the assigned workstation.
10. Attending to personal business on City time.
11. Gossip or criticism that contributes toward reducing morale of visitors, employees, or the public served.
12. Obscene or abusive language.
13. Conduct or appearance not in keeping with a professional image and/or position.
14. Poor hygiene.
15. Failure to wear prescribed uniform or proper work apparel.
16. Creating or contributing to unsanitary conditions.
17. Minor violations of City policies and/or procedures.
18. Failure to have adequate knowledge of the policies and procedures of the City.
19. Causing minor damage to City property.
20. Failure to observe parking and traffic regulations on the premises.
21. Sleeping during working hours or giving the impression of sleeping.
22. Posting, altering or removing any material on City bulletin boards unless specifically authorized to do so.
23. Pressuring or coercing a city employee to financially or otherwise support any political party or person.

CLASS II WORK RULES

CLASS II work rules are examples of work rules that are of a more serious nature than CLASS I and, if violated, may result in more serious disciplinary measures, up to and including discharge.

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|---|---|
| <p>1. Dishonesty.</p> <p>2.1. Work performance not up to standards.</p> <p>3.2. Failure to perform duties as outlined in the employee's job description or failure to carry out reasonable assignments or instructions.</p> <p>4.3. Failure to follow the proper procedures or policies of the City.</p> <p>5.4. Refusal to work, without a good reason, when needed due to call-in, disaster, weather emergency, etc.</p> <p>6.5. Horseplay.</p> <p>7. Fighting, disorderly, subversive, insubordinate, immoral, or indecent conduct.</p> <p>8. Physical assault of fellow employees.</p> <p>9. Violation of safety standards that could result in harm to residents, employees, or damage to equipment.</p> <p>10.6. Excessive absenteeism or tardiness.</p> <p>11.7. Failure to notify your supervisor that you will be absent from work.</p> <p>12.8. Making untruthful or capricious statements about a fellow employee.</p> | <p>13. Threatening, intimidating, or coercing residents, fellow employees, or others.</p> <p>14. An act of sexual or other form of harassment, either verbal or physical.</p> <p>15.9. Poor driving record (both on and off the job) for employees required to use a motor vehicle while on City business.</p> <p>16. Obtaining employment or promotions under false pretenses.</p> <p>17.10. Failure to complete City records.</p> <p>18.11. Violation of safety and health rules.</p> <p>19.12. Transporting unauthorized passengers in City equipment or motor vehicles.</p> <p>20.13. Failure to perform routine maintenance on assigned equipment.</p> <p>14. Negligence in the operation or care of any equipment or vehicles.</p> <p>21.15. Smoking in restricted areas.</p> |
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CLASS III WORK RULES

Class III work rules are examples of such a serious nature that violations may result in immediate discharge.

1. Theft, willful destruction and/or unauthorized use or altering of property or equipment belonging to the City or any employee.
2. Consuming, having unauthorized possession of, or being under the influence of intoxicants, narcotics, controlled substances, or other non-medically prescribed drugs while on the work premises or on work related activities.
- ~~3. Being absent without notifying the supervisor.~~
- 4.3. Disobedience, insubordination, or refusal to comply with reasonable instructions of authorized supervision.
- 5.4. Deliberately falsifying, altering, or supplying false information on City records, including payroll records and time cards.
- 6.5. Falsifying sick leave claims.
- 7.6. Unauthorized copying of confidential City records without permission.
- 8.7. Unauthorized disclosure of confidential information.
- 9.8. Negligence, including leaving duty station without authorization.
- 10.9. Violation of safety and health rules which may endanger the employee, other employees, or the public, including failing to wear seat belts while driving or riding in a City vehicle or a personal vehicle while conducting City business.
- ~~11.10.~~ Failure to report an accident/incident.
- ~~12.11.~~ Working on personal jobs or carrying on secondary employment on City time.
- ~~13. Unauthorized possession of weapons, firearms, knives, or explosives on City premises or on other premises while conducting City business.~~
- 14.12. A guilty plea to, been convicted of, or granted a deferred judgment of a felony offense.
- ~~15.13.~~ Failure to maintain necessary licenses (including and not limited to driver licenses and CDLs) and/or certifications.
- 16.14. Failure to maintain insurability. Loss of insurability may be the result of moving violations and/or accidents both on the job and on an employee's own personal time.
- ~~17. Smoking in restricted areas.~~
- 18.15. Incompetence.
- 19.16. Operating City equipment or motor vehicles recklessly.
- 20.17. Illegally manufacturing, possessing, using, distributing or transporting alcohol or controlled substances.
18. A positive drug or alcohol test or a refusal to test.
19. Dishonesty.

20. Fighting, disorderly, subversive, insubordinate, immoral, or indecent conduct.

21. Physical assault of fellow employees.

22. Violation of safety standards that could result in harm to residents, employees, or damage to equipment.

23. Threatening, intimidating, or coercing residents, fellow employees, or others.

24. An act of sexual or other form of harassment, either verbal or physical.

21-25. Obtaining employment or promotions under false pretenses.

SECTION X - GRIEVANCES

GRIEVANCE PROCEDURE

A grievance is defined as any dispute between the Employer and the employee, or a volunteer concerning the application of these rules and policies. All grievances and responses to grievances must be in writing and signed by the affected parties.

The following procedures shall apply to all employees and volunteers, except that subjects covered by a collective bargaining agreement shall be covered by the grievance procedure provided for in the agreement for employees covered by the agreement:

- Step 1 An employee or volunteer shall discuss a complaint or problem orally with his/her supervisor within five (5) workdays following its occurrence in an effort to resolve the problem in an informal manner.

- Step 2 Within five (5) work days after the discussion at Step 1, or if no timely decision has been made within five (5) work days following the discussion at Step 1, the employee or volunteer shall then present the written grievance to the City Administrator, who shall respond within five (5) work days. The grievance shall state the nature of the complaint, the facts and witnesses as they are known to be, and the remedy sought. Except, or as otherwise required by law, ~~t~~The City Administrator's decision will be final.

SECTION XI - TERMINATION

REMOVAL OF APPOINTEES

Removal of appointees shall be accomplished in accordance with the requirements of Section 372.15, the Code of Iowa. Prior to the filing of the Notice of Removal with the City Clerk, the employee shall be given notice of proposed action containing a statement of reasons for the proposed action and provided an opportunity for an informal hearing before the officer or body proposing the removal and all issues connected with the removal. Following that hearing, the officer or body may file the written order of removal with the City Clerk. The employee shall be afforded the appellate rights set forth in Section 372.15, the Code of Iowa.

EMPLOYEE RESIGNATION

Any employee wishing to terminate employment for any reason is encouraged to give a minimum of two (2) weeks notice prior to the effective date of the resignation. Three (3) weeks' notice is requested by persons holding the position of department supervisor, department head or above. Resignation notice must be in writing to your supervisor with the reason and the effective date; your supervisor will then notify the City Administrator, if necessary. An employee giving a two week notice of his/her resignation will be given the opportunity to work until the effective date; if his/her work performance is at a competent level, he/she may be allowed to work longer than two weeks at the discretion of the supervisor.

FINAL PAYCHECK

The employee's final paycheck will be available on the normal payday for the last pay period or as required by State Law.

An employee leaving employment with the City, for whatever reason, is responsible for returning all City property in their possession. The property must be returned to the Department from which the employee is terminating.

TERMINATION

In addition to other grounds for termination set forth in this Employee Handbook, an employee's employment relationship shall be broken and terminated as follows: terminated in the following events:

- a) Employee quits or retires.
- b) Employee is discharged.
- c) Employee is engaging in other work while on leave of absence or giving false reason for a leave.
- d) Falsification of employment application.
- e) An employee is absent from work ~~threene~~ (34) days without notice to Employer, which is considered job abandonment.
- f) Failure to report for work at the end of leave of absence.
- g) Failure to report to work within five (5) days after being notified to return to work following layoff, when notice of recall is sent by certified mail to employee's last known address, according to Employer records.
- h) An employee is off work for any reason for six (6) months or the length of the employee's service, whichever is shorter.

SECTION XII
ACKNOWLEDGMENT FORMS

ACKNOWLEDGMENT OF HANDBOOK RECEIPT

I have received a copy of the City of Nevada Employee & Volunteer Handbook. I know that I must read the Handbook so that I can understand my responsibilities as an employee of the City of Nevada

I understand that this Handbook is not a contract of employment, but rather an explanation of City policies. The City has not solicited my assent or agreement to the policies set forth in this Handbook and my employment is not in consideration of, or in return for, my being bound by this Handbook. I realize that the City may interpret, clarify, revise, and/or deviate from the policies set forth in the Handbook at any time, with or without notice to me.

I also realize that my employment relationship with the City is voluntarily entered into and is subject to termination by me or my employer at-will, with or without reason or notice, at any time either party believes such action to be appropriate, and that nothing in this Handbook creates additional rights or provides a basis for me to believe my employment is not terminable at-will.

I understand I may retain this copy of the Handbook while I am employed by the City or until requested to return it. As changes and additions are made to its content, I understand I will be supplied with copies and will be expected to keep my copy updated and in proper condition.

I understand that if I have any questions, I am to talk with my department head or the City Administrator.

EMPLOYEE'S SIGNATURE

DATE

EMPLOYEE'S NAME (Typed or Printed)

ACKNOWLEDGMENT OF CHANGE

I acknowledge that I have received the Handbook changes dated _____ by
_____ covering page(s) _____ of the
Employee & Volunteer Handbook of the City of Nevada.

Dated: _____

Employee's Name (Please Print)

Signed: _____

RECEIPT OF HARASSMENT PREVENTION POLICY

This is to acknowledge that I have received a copy of the City of Nevada Harassment Prevention Policy.

This Policy has been explained to me and I have been encouraged to thoroughly read and to ask any questions that I may have about the Policy. I understand the procedure for reporting a complaint of harassment and I understand that no employee will be subject to any form of retaliation or discipline for making a harassment complaint or assisting in an investigation.

I understand that I am expected to comply with all of the provisions of this Policy.

Employee's Name (Please Print)

Date

Employee's Signature

INFORMATION ABOUT HEPATITIS B VACCINE

The Disease

Hepatitis B is a viral infection caused by Hepatitis B virus (HBV) which causes death in 4,000-5,000 persons/year. Most people with Hepatitis B recover completely, but approximately 6-10 percent become chronic carriers of the virus. Most of these persons have no symptoms, but can continue to transmit the disease to others. Some may develop chronic active hepatitis and cirrhosis. HBV also appears to be a causative factor in the development of liver cancer. Thus, immunization against Hepatitis B can prevent acute hepatitis and also reduce sickness and death from chronic active hepatitis, cirrhosis and liver cancer.

The Vaccine

The vaccine is a synthetic product genetically engineered using recombinant DNA technology. A high percentage of healthy people who receive two doses of vaccine and a booster achieve high levels of surface antibody (anti-HBS) and protection against hepatitis B. Persons with immune-system abnormalities, such as dialysis patients, have less response to the vaccine, but over half of those receiving it do develop antibodies. Full immunization requires three doses of vaccine over a six-month period, although some persons may not develop immunity even after three doses. There is no evidence that the vaccine has ever caused hepatitis B. However, persons who have been recently infected with hepatitis B virus prior to receiving the vaccine may go on to develop clinical hepatitis in spite of immunization. The duration of immunity is unknown at this time.

Possible Vaccine Side Effects

The vaccine has been tested in over 10,000 persons and the incidence of side effects is very low. A few persons experience soreness and redness at the site of injection (less than 10%). Low-grade fever may occur, rash and malaise, chills, sweating and fatigue has also been reported in less than 1%.

Allergic reactions can occur in patients who are hypersensitive to any component of the vaccine. Also, if the vaccine produced from the recombinant strain of yeast is used, patients allergic to yeast should not receive the vaccine. The vaccine should not be given to a pregnant patient unless absolutely essential. Patients are discouraged from getting pregnant during the six-(6) months of the immunization series, as well as, 2-4 weeks after the last (third) immunization. Caution should be used in administering the vaccine to a nursing mother. The possibility exists that more serious side effects may be identified with more extensive use.

**If you have any questions about Hepatitis B or the Hepatitis B Vaccine,
please consult your personal physician.**

HEPATITIS B VACCINATION CONSENT/REFUSAL FORM

I am aware that a yeast-derived (recombinant) Hepatitis B vaccine is available and is the vaccine that is provided.

I have read both statements on this form about Hepatitis B and the Hepatitis B Vaccine. I have had an opportunity to ask questions and understand the benefits and risks of the Hepatitis B vaccination. I understand I must have three doses of vaccine to confer immunity. However, as with all medical treatment, there is no guarantee that I will become immune or that I will not experience an adverse side effect from the vaccine.

Please check one of the following:

- I have started the series, but have not completed it.
 I wish to start the series.

Name: _____
 (Please Print) (Occupation/Position)

Signature: _____ Date: _____

VACCINE RECORD

Dose #	Date	Lot No.	Site	Person Administering
Dose 1				
Dose 2				
Dose 3				

Return your completed form to your department supervisor if you wish to start the vaccination series, if you have been vaccinated, or are declining to receive the vaccination at this time.

Hepatitis B Vaccine Declination:

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring Hepatitis B Virus (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with Hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Any employee who elects to begin the series of inoculations and fails to complete the series within six (6) months of receiving the first dose, will be suspended without pay until such time as he/she completes the series. The suspension without pay "may" be waived under extremely mitigating circumstances, as determined by the City Administrator. If for any reason employment with the City of Nevada ends before the series of vaccinations is complete, the employee is responsible for completion of the series and any costs involved. Please check the appropriate box(es) below:

- I am not interested in receiving the Hepatitis B vaccine at this time.
 I have completed the three-dose vaccine series.
 I am not exposed to blood or body fluids.
 I am already immune to Hepatitis B.

Name: _____
 (Please Print) (Occupation/Position)

Signature: _____ Date: _____

PRIVACY, E-MAIL AND INTERNET POLICY ACKNOWLEDGEMENT FORM

I acknowledge that I have received a copy of the City's Privacy, Electronic Media and Internet Policy. I agree to read it thoroughly, and agree that if there is any policy or provision in the policy I do not understand, I will seek clarification from the City Clerk or City Administrator.

I understand that desks, storage areas, work areas, file cabinets, lockers, credenzas, computer systems, office telephones, modems, facsimile machines, duplicating machines and any vehicles or equipment are the Employer's property and that the Employer reserves the right, at all times, and without prior notice, to inspect and search any and all of the Employer's property for the purpose of determining whether this policy or any other policy has been violated, or whether such inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state or federal laws. I understand further that such inspections may be conducted during or outside of business hours.

I understand that my use of Employer's E-mail system constitutes my consent to all the terms and conditions of that policy.

In particular, I understand that: (1) the E-mail system and all information transmitted by, received from, or stored in that system are the property of the Employer, (2) the system is to be used only for business purposes and not for personal purposes, (3) electronic media may not be used for knowingly transmitting, retrieving, or storage of any communications of a discriminatory, defamatory, threatening, or harassing nature, or which are obscene or X-rated communications, and (4) I have no expectation of privacy in connection with the use of the E-mail system or the Internet or with the transmission, receipt, or storage of information in that system.

I agree not to use a code, access a file, or retrieve stored communications unless authorized. I acknowledge and consent to the Employer's monitoring my use of the E-mail system and the Internet at any time at its discretion, including printing and reading all E-mails entering, leaving, or stored in the system.

EMPLOYEE'S SIGNATURE

EMPLOYEE NAME (PRINT):

DATE:

ACKNOWLEDGMENT OF HANDBOOK RECEIPT

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I also realize that my relationship with the City is voluntarily entered into and is subject to termination by me or the City at will, with or without reason or notice, at any time either party believes such action to be appropriate, and that nothing in this Handbook creates additional rights or provides a basis for me to believe my volunteerism is not terminable at will.

I understand I may retain this copy of the Handbook while I volunteer with the City or until requested to return it. As changes and additions are made to its content, I understand I will be supplied with copies and will be expected to keep my copy updated and in proper condition.

I understand that if I have any questions, I am to talk with my department head.

VOLUNTEER'S SIGNATURE

DATE

VOLUNTEER'S NAME (Typed or Printed)

ACKNOWLEDGMENT OF CHANGE

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_____ covering page(s) _____ of the
Employee & Volunteer Handbook of the City of Nevada.

Dated: _____

Volunteer's Name (Please Print)

Signed: _____

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I understand that I am expected to comply with all of the provisions of this Policy.

Volunteer's Name (Please Print)

Date

Volunteer's Signature

INFORMATION ABOUT HEPATITIS B VACCINE

The Disease

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The Vaccine

The vaccine is a synthetic product genetically engineered using recombinant DNA technology. A high percentage of healthy people who receive two doses of vaccine and a booster achieve high levels of surface antibody (anti-HBs) and protection against hepatitis B. Persons with immune-system abnormalities, such as dialysis patients, have less response to the vaccine, but over half of those receiving it do develop antibodies. Full immunization requires three doses of vaccine over a six-month period, although some persons may not develop immunity even after three doses. There is no evidence that the vaccine has ever caused hepatitis B. However, persons who have been recently infected with hepatitis B virus prior to receiving the vaccine may go on to develop clinical hepatitis in spite of immunization. The duration of immunity is unknown at this time.

Possible Vaccine Side Effects

The vaccine has been tested in over 10,000 persons and the incidence of side effects is very low. A few persons experience soreness and redness at the site of injection (less than 10%). Low-grade fever may occur, rash and malaise, chills, sweating and fatigue has also been reported in less than 1%.

Allergic reactions can occur in patients who are hypersensitive to any component of the vaccine. Also, if the vaccine produced from the recombinant strain of yeast is used, patients allergic to yeast should not receive the vaccine. The vaccine should not be given to a pregnant patient unless absolutely essential. Patients are discouraged from getting pregnant during the six-(6) months of the immunization series, as well as, 2-4 weeks after the last (third) immunization. Caution should be used in administering the vaccine to a nursing mother. The possibility exists that more serious side effects may be identified with more extensive use.

If you have any questions about Hepatitis B or the Hepatitis B Vaccine, please consult your personal physician.

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HEPATITIS B VACCINATION CONSENT/REFUSAL FORM

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I have read both statements on this form about Hepatitis B and the Hepatitis B Vaccine. I have had an opportunity to ask questions and understand the benefits and risks of the Hepatitis B vaccination. I understand I must have three doses of vaccine to confer immunity. However, as with all medical treatment, there is no guarantee that I will become immune or that I will not experience an adverse side effect from the vaccine.

Please check one of the following:

_____ I have started the series, but have not completed it.
_____ I wish to start the series.

Name: _____ (Please Print) _____ (Occupation/Position)

Signature: _____ Date: _____

VACCINE RECORD

Dose #	Date	Lot No.	Site	Person Administering
Dose-1				
Dose-2				
Dose-3				

Return your completed form to your department supervisor if you wish to start the vaccination series, if you have been vaccinated, or are declining to receive the vaccination at this time.

Hepatitis B Vaccine Declination:

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring Hepatitis B Virus (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with Hepatitis B vaccine, I can receive the vaccination series at no charge to me.

If for any reason your volunteerism with the City of Nevada ends before the series of vaccinations is complete, the volunteer is responsible for completion of the series and any costs involved. Please check the appropriate box(es) below:

_____ I am not interested in receiving the Hepatitis B vaccine at this time.
_____ I have completed the three-dose vaccine series.
_____ I am not exposed to blood or body fluids.
_____ I am already immune to Hepatitis B.

Name: _____ (Please Print) _____ (Occupation/Position)

Signature: _____ Date: _____

PRIVACY, E-MAIL AND INTERNET POLICY ACKNOWLEDGEMENT FORM

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I understand that desks, storage areas, work areas, file cabinets, lockers, credenzas, computer systems, office telephones, modems, facsimile machines, duplicating machines and any vehicles or equipment are the City's property and that the City reserves the right, at all times, and without prior notice, to inspect and search any and all of the City's property for the purpose of determining whether this policy or any other policy has been violated, or whether such inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state or federal laws. I understand further that such inspections may be conducted during or outside of business hours.

I understand that my use of City's E-mail system constitutes my consent to all the terms and conditions of that policy.

In particular, I understand that: (1) the E-mail system and all information transmitted by, received from, or stored in that system are the property of the City, (2) the system is to be used only for business purposes and not for personal purposes, (3) electronic media may not be used for knowingly transmitting, retrieving, or storage of any communications of a discriminatory, defamatory, threatening, or harassing nature, or which are obscene or X-rated communications, and (4) I have no expectation of privacy in connection with the use of the E-mail system or the Internet or with the transmission, receipt, or storage of information in that system.

I agree not to use a code, access a file, or retrieve stored communications unless authorized. I acknowledge and consent to the City's monitoring my use of the E-mail system and the Internet at any time at its discretion, including printing and reading all E-mails entering, leaving, or stored in the system.

VOLUNTEER'S SIGNATURE

VOLUNTEER'S NAME (PRINT):

DATE: