

**City of Fort Dodge**  
**Fringe Benefit Program**

**2013**

**City Council Appointees,**

**City Manager Appointees**

**And**

**Non-Organized Employees**

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## **General Provisions**

It is the purpose of this program to establish an efficient, equitable and functional system of personnel and fringe benefit administration for non-unionized personnel who are not elected officials and who are not represented by a collective bargaining agreement.

The City Manager is authorized and directed to administer the provisions of this program including the right to establish such administrative procedures as may be necessary to further explain and implement the provisions contained herein or to delegate these duties as he/she may desire to staff personnel of his/her choosing.

This document is not intended to be comprehensive or to address all the possible applications or exceptions to the fringe benefits and general policies contained herein. The policies outlined in this document are based on the belief that common sense, good judgment, and consideration for the rights of others are paramount to our ability to serve our customers and ourselves. We have tried to anticipate many of your questions, but in no way do we believe that this document will provide every answer. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your Department Head or to Human Resources Department.

This document does not confer any contractual right, either express or implied, between the employee and the City of Fort Dodge.

The City reserves the right to unilaterally update, modify or discontinue the policies and benefits described herein without advance notice and to implement all policies as it sees fit. Some subjects, such as benefit plan information, are covered in detail in official policy documents and you should refer to those documents for specific information since the terms of the written insurance policies are controlling and this guide only briefly summarizes those benefits.

**For those eligible** all benefits (with the exception of comp time) for full time employees shall be accrued on an hourly basis. For part-time employees, this shall mean a pro-rating of benefits based on designated standard work hours.

Employees who terminate employment with the City for a period of greater than six months and then return shall be considered as a new employee and all accrual rates, step increases and determinations for benefits shall be as of the new date of hire.

## **Vacations**

For the purposes of this section, a week shall be defined as that portion of time during which an individual's hours of work are normally scheduled. For individuals normally scheduled to work Monday through Friday, that period of time would constitute a week. For individuals in the Fire Department assigned to a shift, their shift duration as a work period will be defined as a week. All vacations must be approved by the employee's immediate supervisor.

Permanent, full-time, employees may be granted vacations with pay to be taken at the rate of pay in effect at the time the vacation is taken on the following accrual basis:

(1) During the first through the third year of employment, **two weeks** (.0385 per hour paid to a max of 40 hours paid per week).

(2) During the fourth through the sixth year of continuous service, **three weeks** (.0577 per hour paid to a max of 40 hours paid per week).

(3) During the seventh through the tenth year of continuous service, **four weeks** (.0769 per hour paid to a max of 40 hours paid per week).

(4) During the eleventh year and subsequent years of service, **five weeks** (.0962 per hour paid to a max of 40 hours per week).

During the first year of employment, accumulated vacation can be taken only after the first six months unless approved by Human Resources. All vacation time following the first six months of employment will be accumulated on an hourly basis and can be taken as earned. Changes in vacation accrual rates shall occur beginning at the start of the pay period following the employees anniversary hire date. At the time of hire, the hiring authority, in consultation with Human Resources, may grant an employee for the purposes of vacation accrual, years of service credit above the initial hire date.

An employee may carry as a maximum the amount of vacation time they are entitled to according to the above schedule plus an additional 80 hours. Carryover of amounts in excess of that total require the written approval of the Human Resource Director. Effective January 1, 2009 vacation will cease to accrue once an employee reaches the maximum amount of accrued vacation based on their appropriate years of service accrual plus an additional 80 hours. Accrual of vacation will begin again as the employees vacation balance is reduced below the maximum accrued amount.

Part-time regular employees who are not temporary or seasonal shall accumulate and accrue vacation on a pro-rata basis.

Personnel promoted to non-union positions from union positions, shall be entitled to carryover their total "actual" accrued vacation balance as of their date of promotion.

For employees working on a shift basis whose vacations are canceled or diminished, employees may be paid at their regular rate of pay or re-scheduled to a different date if allowable for those vacation hours so affected.

## **Holidays**

Regular, full-time employees may be granted eleven (11) paid holidays per year at the rate of pay in effect at the time the employee takes the Holiday and these shall include the following observed Holidays:

New Year's Day	Thanksgiving
Memorial Day	Christmas
Presidents' Day	The afternoon before Christmas
Fourth of July	The afternoon of Good Friday
Labor Day	Two Personal Days
Veteran's Day	

Holidays that fall on a Saturday shall be observed on the preceding Friday and holidays that fall on a Sunday shall be observed on the following Monday. For those departments who operate on a work schedule other than Monday – Friday, they shall observe the holiday which falls on the first non-scheduled work day on the last scheduled workday prior to the holiday or if the holiday occurs on the last non-scheduled workday, the holiday shall be observed on the first scheduled workday after the holiday. The Personal Holiday shall be taken at the employee's discretion with

the approval of the immediate supervisor. **There will be no yearly accumulation of Personal Days.**

Individuals who are assigned to shift operations shall select eleven (11) shift days during the year for the purposes of observing Holidays. These Holidays must be approved by the immediate supervisor.

Part-time employees shall be eligible for holidays on the same basis as full time employees and shall receive the holiday on a pro-rata basis.

For employees whose holidays are canceled or diminished, employees may be paid at their regular rate of pay or re-scheduled to a different date if allowable for those holiday hours so affected.

## **Funeral Leave and Serious Illness -- In the Family**

### **Funeral**

Should there be a death in the employee's immediate family, that employee may be allowed up to forty (40) hours off without loss of pay at the time of the death or at the time of the funeral.

The immediate family shall be defined as the employee's spouse, children, parents, siblings, or any legal dependent residing in the domicile of the employee.

Up to twenty-four (24) hours off without loss of pay may be allowed to an employee at the time of death or at the time of the funeral as a result of a death of one of the following: the employee's step-parents, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, or grandchildren.

When an employee is called upon to act in an official capacity in a funeral, that employee may be allowed up to four (4) hours of time off without loss of pay for such purposes.

Employees wishing to attend a funeral other than those specified above may also be allowed a reasonable amount of time off to attend a funeral. Compensation or vacation time may be used for the purpose of attending other funerals if approved by the employee's immediate supervisor.

### **Family Illness**

An employee who is compelled to be absent from work because of a serious illness in that employee's immediate family may be allowed up to five (5) days off per year without loss of pay.

Employee's of the City who are covered by this policy may convert sick leave days, on a two sick leave days for one basis, not to exceed 10 days, to paid leave under the provisions of a serious illness in the employee's immediate family upon exhausting paid Family Leave Days.

The City shall comply with the provisions of The Family and Medical Leave Act and the City's FMLA policy. Absences of greater than 3 consecutive days or continued re-occurrence of illness or injury shall be considered for FMLA qualified status.

## **Employee Illness or Injury**

Any regular employee contracting or incurring a non-service connected illness or injury, which renders said employee incapacitated to perform the duties of his/her employment, may receive sick leave with pay at the regular straight time rate of pay. An employee may start to earn sick leave from their current date of hire and may be eligible to use sick leave if needed when sufficient sick leave has been accrued.

All absences from work, chargeable against sick leave, should be requested from the employee's immediate supervisor or others in authority in the department **before** the start of their regular work schedule. Failure to do so may result in the loss of sick leave pay. It shall be left to the Department Head or the Human Resource Director to determine if the sickness is bona fide and it is the right and the responsibility of the Department Head, City Manager or the Human Resource Director if they so desire to demand a doctor's certificate of illness attesting to the fact that the sick leave asked for was in fact bona fide. If it should be determined that the sick leave requested was not bona fide, the employee involved will not be paid for the days lost. Doctor's, hospital and dentist appointments will be charged to sick leave for the hours away from work. Absences of greater than 3 consecutive days or continued re-occurrence of illness or injury shall be considered for FMLA qualified status.

Each employee of the City who is injured on the job shall make a report of the accident immediately (within 48 hours) to his/her supervisor on forms provided for this purpose. If the employee is unable to fill out the report, his or her immediate supervisor should fill out the report. This reporting requirement also applies to any accident which occurs in a City vehicle. The City will provide payment for any initial days not covered by worker's compensation during the initial days of an injury.

Sick leave shall accrue at the rate of .0692 hours for each hour paid to a maximum of 40 hours per week. Accumulated sick leave shall not exceed two hundred (200) days (1600 hours). Part time regular employees who are not temporary or seasonal shall earn sick leave on a pro-rata basis.

Employees who transfer or promote from a classification represented by a bargaining unit shall retain those sick leave hours actually accrued.

The City of Fort Dodge will not be responsible for injuries suffered by any of its employees while said employee is engaged in other employment or by another employer and said employee shall look to the other employer for compensation, and medical insurance, if any, that he/she may have coming from said other employer.

Any employee covered by this policy who used no sick leave during a calendar year may be granted one (1) additional holiday to be taken the following calendar year. This holiday may be taken at any time with the immediate supervisor's approval. The holiday must be taken in the year following the use of no sick leave. Failure to utilize this additional holiday within the forthcoming year will result in forfeiture of the personal holiday. The calendar year for newly hired employees for the purpose of determining this personal holiday shall begin with the first January after the employees hire date.

## **Leave of Absence**

If requested in writing, permanent, employees may be granted a personal leave of absence without pay of up to sixty (60) days for good cause upon the approval of the Human Resource Director or City Manager. This sixty (60) calendar day leave shall not affect the employee's service credit if so approved. Leaves of absence in excess of sixty (60) days must be further approved by the Council upon the recommendation of the Human Resource Director or City Manager.

A leave of absence for maternity purposes may be granted to any pregnant employee. Such an employee will be allowed to utilize sick leave for the purpose of taking a leave of absence due to pregnancy, upon presentation of a letter from their physician stating the last day that they should work and the first day that they will be able to return to work after the birth of the baby. If the absence so noted exceeds the amount of sick leave available, an unpaid leave will be granted as covered by the provisions of the Family and Medical Leave Act. Such leave shall run concurrent with the Family and Medical Leave Act as permitted.

## **Jury Duty**

In the event that an employee is called for jury duty, said employee shall have the right to take such applicable time off from their regular City employment. During the time that said employee acts as a juror, that employee shall receive their rate of pay applicable during that period.

All employees will file for juror's duty pay with the Clerk of Court. When they receive their juror's duty pay check, they shall surrender such draft, properly endorsed, to the City Clerk's office.

## **Overtime/Compensatory Time**

The City recognizes the fact that not all of the duties and responsibilities inherent in some positions can be achieved in an eight (8) hour workday or a forty (40) hour work week and that the nature of some non-union positions requires that additional hours be devoted to those duties to ensure that the citizens of this City receive the quality services that they deserve. In recognition of this fact, employees may be allowed to make work schedule adjustments at a mutually agreeable time and in mutually agreeable block time amounts with the approval of the employee's immediate supervisor.

For non-exempt employees covered by this benefit policy who are called back to perform work at the request of the employer after their normal scheduled working day shall receive overtime at 1.5 times their normal rate of pay or in the case of compensatory time, at 1.5 times the number of hours worked. Employees can request either to be paid as overtime or to receive compensatory time with the approval of their supervisor.

Non-exempt employees may accumulate up to 150 hours of compensatory time. Hours above 150 shall be paid as overtime. Non-exempt employees may utilize compensatory hours as permitted by their supervisor or department head. All comp time accrued and taken must be pre-approved by the Department Head.

Carryover of compensatory time from one fiscal year to the next shall not be allowed and any unused balance of compensatory time shall be paid. All accumulated comp time will be paid to

the employee in a lump sum total at the current rate of pay at time of termination.

For employees of the Parks, Recreation and Forestry Department who are eligible to earn compensatory time, compensatory time shall be computed from the twelve month period beginning April 1 of each year and continuing until March 31<sup>st</sup> of the following year. Carryover of compensatory time shall not be allowed and any unused balance of compensatory time shall be paid after March 31<sup>st</sup>. All accumulated comp time will be paid to the employee in a lump sum total at the current rate of pay.

## **Medical and Hospitalization Insurance**

The City shall provide for hospitalization and medical insurance for full-time regular employees or part-time employees who are not seasonal or temporary who are scheduled to work at least 35 hours per week and their dependents.

City employees hired on or after May 1, 2008 and who are married or become married to each other are each eligible for coverage with one employee eligible for family coverage and the second employee eligible for single coverage, including dental.

Employees shall be eligible to participate in the plan starting the first of the month following 60 days of employment from their initial date of hire.

Effective January 1, 2014 the city shall implement the following insurance plans for employees covered by this policy.

### **Plan A**

Plan A is a high deductible health plan (HDHP) with a health savings account (HSA). This insurance will have a deductible of \$2500 for single coverage and \$5000 for family coverage. The City will contribute one half of the deductible amount to a health savings account for each employee who participates in a high deductible health plan. This contribution will occur monthly with one-twelfth of the contribution to be made each month. Employees are not eligible to contribute to a flexible spending account under this plan. Employees may make a contribution to the HSA in addition to the employers contribution to a maximum of that portion of the deductible not provided for by the employer for either the single or family coverage selection.

Employees who are married to each other shall be permitted to each have an HSA under their one family high deductible health plan. The city shall contribute one half of the deductible amount to each HSA for married couples who are both employees of the city. Employees are responsible to ensure that they remain within the allowable limits for total contributions to their HSA.

### **Plan B**

Plan B is a PPO plan. Said insurance shall include 80/20 co-insurance, \$500/\$1000 deductible, \$1000/\$2000 maximum out of pocket and Rx drug provision of \$5 generic, \$20 brand name and \$85 specialty drug co pays. Employees shall contribute 8% of the premium cost of this insurance plan on a pre-tax basis. Employees in this plan only are eligible for reimbursement of 80% of the \$500/\$1000 deductible upon presentation of proper documentation that such deductible has been paid. The hospital, medical and major medical benefits in effect on January 1<sup>st</sup>, 2014 will remain in effect throughout the term of this agreement as long as the provisions of Alliance Select or a similar such program are followed.

## **Dental Insurance**

The City shall pay for the premium cost of dental insurance for full-time regular employees or part-time regular employees who are not temporary or seasonal scheduled to work at least 35 hours per week as calculated on a total fiscal year basis average and their dependents.

## **Insurance Deductible Reimbursement**

The City may reimburse full-time regular employees or part-time regular employees scheduled to work at least 35 hours per week for 80% of the deductible portion of their Major Medical Insurance upon presentation of a copy of an acknowledgement from the carrier that they will honor the claim.

## **Life Insurance**

The City shall pay the full premium cost for the provision of \$40,000 in group term life insurance to include accidental death and dismemberment coverage to each of its full-time regular employees or part-time regular employees scheduled to work at least 35 hours per week and \$50,000 of the same coverage for Department Heads. Said employee will be allowed to designate his or her beneficiary.

## **Deferred Compensation Benefits**

Employees may be allowed to deduct from their pay checks a contribution amount to be selected by the employee and applied to a deferred compensation plan for said employees upon the presentation of signed authorization cards from said employees to the Human Resource Department. The City Clerk's Department shall transmit to the carrier selected for hereto set forth plan the total amount deducted from the employee's paycheck and at the time of said transmission the City of Fort Dodge shall be absolved and discharged from any further liability and responsibility for such. In the event that this procedure is declared illegal, the City shall be under no liability or responsibility to check off for said plan.

## **Short Term Disability Benefits**

The employer shall provide employees working in a department head level classification with short term disability insurance at the rate of sixty percent of the employee's monthly wage as of the start of each fiscal year up to a maximum monthly benefit of \$5000. Upon 15 consecutive days of absence for illness or injury which is not work related, employees shall be eligible for this benefit. Upon meeting these criteria, benefits shall begin to be paid upon the exhaustion of all other types of paid leave benefits to a maximum time of six months from the date of original illness or injury.

## **Retirement Insurance Benefits**

The minimum age of retirement is age 55 with four years of consecutive full-time employment with the City. The City may allow a full-time regular employee or part-time employees scheduled to work at least 35 hours per week and his/her dependents to remain in the Hospitalization and Medical Insurance policy group at their own cost if said employee retires prior to the mandatory retirement age in a manner acceptable to the carrier. Such continuation of coverage will follow the COBRA Guidelines. The employee will be allowed to stay in the group under the following additional stipulations:

- (a) He must pay to the City Clerk at the City Clerk's Office, a sufficient number of checks to provide for payment of each monthly premium amount due through September 30<sup>th</sup> of each insurance benefit year.
- (b) Once he/she drops out of the plan he/she is ineligible to rejoin the group.

Resolution Number 3-01-01, dated January 6<sup>th</sup> 2003, and state statute § 509A.13 extends COBRA insurance benefits to the surviving spouse (providing his/her spouse has passed away before retirement), to the same terms as the employee or retired employee would have been entitled at the time of death.

## **Separation Pay**

On the effective date of said employee's retirement, all unused vacation, holidays, and accumulated comp time, if applicable to the employee, will be paid to employee. Employees hired prior to January 1<sup>st</sup>, 2003, the said employee will receive as an additional retirement benefit up to 60% of their unused sick leave to a maximum of (90) days, if any is available for such a use. Such payments will be in a lump sum. There will be no banking of such funds for the purpose of health insurance purchase. Employees who are eligible for a pension payment from a state sponsored employment retirement pension plan, shall participate in the employer sponsored retirement health savings plan. Employees shall make contributions to this plan by contributing 100% of any accrued sick leave payment or separation pay as described in this document and 50% of any accrued vacation payment that is at least \$100 in value or greater.

Non-department head classifications, who were hired on or after January 1, 2003 and who retire in good standing with the employer, shall be eligible for separation pay according to the following table:

Min Years of service	Hours of sick leave	Days of sick leave	Separation allowance
15	1000	125	\$5,000
20	1200	150	\$6,500
25	1400	175	\$8,000
30+	1600	200	\$10,000

In no case shall the total of vacation, compensatory time, holiday time, and separation pay exceed \$15,000.

For department head classifications, employees who were hired on or after January 1, 2003 and retire or are relieved of duties in good standing with the employer and who have served at least four years shall be eligible for separation pay according to the following table:

Minimum Years of Service	Separation Allowance
4 years	\$10,000
10 years	\$13,000
20 years	\$16,000
30+ years	\$20,000

## **Severance**

All full-time employees covered by this plan whose jobs are eliminated and leave City employment either by City Manager or City Council action, which is not the result of an adverse employment action, shall be eligible for two weeks pay or two weeks notice. In addition, the employee shall receive two days pay for each year or partial year of service. Medical insurance (same plan as in effect at the time of termination) provided at no cost to employee for three months following date of termination. In addition, any unused vacation time, comp time and personal holiday time earned would be paid out.

In the event that the employee is of retirement age and his/her job is eliminated or he/she is not reappointed, the employee must choose between the retirement benefit (if eligible) or severance pay. The employee is not eligible for both the severance benefit and the retirement benefit or a combination of both.

## **Education and Training Benefits**

The City of Fort Dodge wishes to improve the abilities and supplement the skills of its management personnel to promote and ensure the most efficient and effective delivery of quality services to its citizens. In recognition of this fact, the City may reimburse or fund the cost of tuition and required book(s) for courses which it believes will directly result in the improved job performance of its management personnel upon completion of the course with a grade of C (average) or better. Funding for such purposes should be included in a Department's budget when possible. All such courses and programs must be approved by the Human Resource Director or the City Council for council appointees and must be made in recognition of appropriate budgetary constraints and may be limited for such appointees as the appointing authority so desires. Absolute attendance at such courses, programs and satisfactory completion of the same as noted previously are required for reimbursement or funding purposes and affected employees will be expected to share the knowledge that they have gained with fellow employees at staff meetings or other appropriate meetings.

When an employee with college credit is promoted to a non-union position from a union position under a collective bargaining agreement that granted compensation for relevant college credit, such employee shall receive an initial step adjustment as follows: (a) An Associate of Arts Degree, one full step; (b) College issued certificate of program completion, one half of the maximum time in the promoted step needed for advancement to the next step. When an employee covered by this benefit policy who did not promote from a union position under a collective bargaining agreement that granted compensation for relevant college credit achieves a level of education above that required for the minimum qualifications for the position, that employee shall receive an initial step adjustment of one half of the maximum time in the step needed for advancement to the next step. This benefit may be applied one time only during the employment of the employee.

## **Safety Equipment and Uniforms**

The City will pay for and provide any and all safety equipment required for use as part of an employee's job duties and responsibilities. The quality, quantity and necessity for safety equipment shall be determined by the Human Resource Director after his consultation with the affected Department Heads. All such safety equipment purchased will be used on the job at all times.

The City may pay for watches and prescription lenses, excluding contact lenses, which are damaged in the line of duty on the job. Repairs will not exceed thirty (30) dollars for watches and sixty (60) dollars for eye glass frames. Prescription lenses may be paid for in total. The eye examination will not be paid for unless the examination is necessary due to the nature of the accident.

The City may pay for or provide all uniforms which it requires to be worn on the job by various personnel and may provide a cleaning and maintenance allowance for said uniforms in the amount of forty-five (45) dollars per quarter or a credit of like amount at a business which is contracted by the City for the cleaning of uniforms. All such uniforms shall be considered the property of the City except for the dress uniform that shall be presented to said employee at their retirement.

Non-uniformed personnel affected by this article in the Police Department may be reimbursed up to \$550 annually and Fire Department personnel affected by this article may be reimbursed up to \$400 annually for the purchasing of clothing damaged on the job and receipts shall be required for such purchases.

The City Manager shall approve which positions under his/her direction are uniformed or non-uniformed positions.

## **Mileage and Meals**

The City may reimburse full-time permanent employees for actual miles driven while on City business at a rate not greater than as stated in the Travel and Mileage Reimbursement Policy for the City of Fort Dodge. Such reimbursement request must be accompanied by a log sheet, which documents the miles driven and purpose of the trip. All City vehicles will be called in each evening except for an exempt list, which shall be submitted by the City Manager for Council approval.

The City may provide reimbursement for meals for employees who are out of town on City business upon presentation of receipts for such meals. In no case shall said reimbursement exceed forty five (\$45) dollars per day.

No reimbursement shall be provided for alcoholic beverages.

The City will reimburse employees out of town on City business for the reasonable cost of their transportation, lodging, and parking upon the presentation of receipts for such lodging. The City will not reimburse for other than the employee.

Requests for reimbursements for out of town travel and expenses shall be approved by the employees immediate supervisor. Notification to the employees immediate supervisor for out of state and/or overnight travel requests must be made prior to the onset of travel.

## **Check-off For Credit Union, United Way Contributions, Etc.**

Permanent employees may be allowed to authorize the deductions from their checks by the City Clerk's Department contributions to a financial institution for direct deposit of paychecks, the AFLAC, USABLE Life, Voluntary Group Term Life and AD&D, deferred compensation, and contributions to the United Way of Fort Dodge upon the presentation of signed authorization cards or forms for said deductions to the City Human Resources Department. The middle pay period in those months having three pay periods shall, however, be exempt from such deductions, except for those plans with coverage on which premiums are based on a bi-weekly basis. The City Clerk's Department shall within ten (10) days after the deduction, as hereto set forth, transmit to the appropriate entities, the total of such amount deducted from said employee's pay check, with an itemized list of the name of the participating employee and the amount of money deducted from said employee's pay check. At the time of such transmission, the City of Fort Dodge shall be absolved and discharged from any further liability and responsibility. In the event that this procedure is declared illegal or in the event that the form used for the checkoff is declared illegal, then the City shall be under no liability or responsibility to checkoff for these contributions.

## **Parking Permits**

The City will provide Management and other City Hall employees parking permits for parking in the lot at Second Avenue South between Ninth and Tenth Streets.